

After Recordation, Return to:

Board of Trustees
The Villages of Quail Valley Homeowners Association
3670 Littlerock Drive
Provo, UT 84604

ENT 62867:2000 PG 1 of 53
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
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RECORDED FOR OLSEN, JOHN K M

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
(Including Association Bylaws)**

THE VILLAGES OF QUAIL VALLEY

Planned Unit Development

Provo, Utah County, Utah

THIS AMENDED AND RESTATED DECLARATION (the "Declaration") is made by **The Villages of Quail Valley Homeowners Association, Inc.**, a Utah nonprofit corporation, and signed in concurrence by the requisite number of Lot Owners within the Development as required for amendment pursuant to the Original Declaration.

RECITALS

A. The provisions of the Original Declaration expired as of April 9, 1994, and are in their first 10 year period of automatic extension until changed in writing signed by at least a majority of the Lot Owners and recorded in the office of the Utah County Recorder.

B. The Association and Owners signing this Declaration deem the provisions and coverage of the Original Declaration to be in need of updating for purposes of clarity; unifying and solidifying the Association, encouraging proper maintenance, upkeep and improvement of Lots; and providing financial stability to the Development and the Common Area therein.

C. It is intended by this Declaration that the Development continue to be improved and maintained as a desirable residential area and that the value, desirability and attractiveness of the Lots and improved residential properties (Units) and amenities within the Development continue to be enhanced.

THEREFORE, IT IS HEREBY DECLARED that all of the real property within the Development, as herein described, shall be held, conveyed, leased, rented, encumbered, improved and occupied subject to the provisions of this Declaration, for the benefit of such property and each and every Owner thereof.

ARTICLE I

PURPOSE AND EFFECTUATION

1.01 **Purpose.** The purpose of this instrument is to provide for the preservation of the values of both Lots and Common Areas within **The Villages of Quail Valley Planned Unit Development** in Provo, Utah, and for the maintenance of the roadways, driveways, sidewalks, parking, amenities, open spaces, landscaping, trees and all other Common Area therein.

1.02 **Effectiveness.** From and after the effective date hereof each part of the Development and each Lot and Unit and all Common Area lying within the boundaries of the Development, as set forth and described in the Plat, shall constitute but constituent parts of a single planned unit development.

ARTICLE II

DEFINITIONS

When used in this Declaration each of the following terms shall have the meaning indicated:

Articles shall mean and refer to the Amended and Restated Articles of Incorporation of the Association, which are or shall be filed in the Office of the Division of Corporations and Commercial Code, State of Utah, on or about the filing date hereof with the Utah County Recorder, as they may be further amended from time to time.

Assessment shall mean the amount which is to be levied and assessed against each Lot and paid by each Owner to the Association for Association expenses.

Association shall mean **The Villages of Quail Valley Homeowners Association, Inc.**, a Utah nonprofit corporation, and its successors and assigns.

Board shall mean the Board of Trustees of the Association.

Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration in Articles XI, XII and XIII.

Common Area and Facilities or Common Area shall mean all portions of the Development except the Lots and Units, and shall include all property owned by the Association for the common use and enjoyment of the Owners such as all private undedicated roadways, driveways, parking, amenities, open spaces, landscaping, structural common area and the like, together with all easements appurtenant thereto, as reflected on the Plat or in the records of the Recorder of Utah County, Utah.

Declaration shall mean this **Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements (Including Bylaws)** as the same may be amended from time to time.

Design Review Committee shall mean the committee established pursuant to Article VII, hereof.

Development shall mean the planned unit development known as **The Villages of Quail Valley** in Provo, Utah, as it exists at any given time.

Limited Common Area shall mean any Common Area designated for exclusive use by the Owner of a particular Unit. Limited Common Area may or may not be identified on the Plat.

Lot shall mean and refer to any of the subdivided, separately numbered and individually described parcels of land within the Development as designated on the Plat and intended for single family residential use. **Townhome Lot** shall mean any of the 35 Lots reflected and described on the Plat upon which have been constructed attached Townhome Units grouped in eight separate buildings of four attached Townhome Units each and one building of three attached Townhome Units. **Detached Home Lot** shall mean any of the 43 Lots reflected and described on the Plat upon which are or will be constructed a Detached Unit.

Managing Agent shall mean any person or entity appointed or employed as Managing Agent by the Association.

Mortgage shall mean any recorded first mortgage or first deed of trust encumbering a Lot; and **Mortgagee** shall mean any mortgagee or beneficiary named as such in a Mortgage.

Original Declaration shall mean that certain **Declaration of Protective Covenants, Conditions, Restrictions, Easements, Equitable Servitudes and Liens and Provisions Relating to the Maintenance of Roads, Utilities and Common Areas Applying to The Villages of Quail Valley Planned Dwelling Group, Utah County, State of Utah, as Amended**, recorded in the office of the Utah County Recorder on April 9, 1974, as Entry 5815, Book 1366, Pages 249-289, inclusive, and any supplements or amendments thereto, which purport to apply to the Development as described in any Plat.

Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Utah County, Utah) of a fee or undivided fee interest in any Lot, and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no Mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

Plat shall mean and refer collectively to the subdivision plats pertaining to the Development as set forth and described in **Exhibit A** to this Declaration.

Reimbursement Assessment shall mean a charge against a particular Owner or his Lot for the purpose of reimbursing the Association for costs incurred in bringing the Owner or his Lot or Unit into compliance with the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations of the Association, or any other charge designated as a Reimbursement Assessment in this Declaration, the Articles, Bylaws or Rules and Regulations of the Association, together with costs, interest, attorney's fees and other charges payable by such Owner pursuant to the provisions of this Declaration.

Rules and Regulations shall mean and refer to those Rules and Regulations authorized to be promulgated to the Owners from time to time by the Board pursuant to Section 12.03.

Unit shall mean a structure which is designed, constructed and intended for use or occupancy as a single family residence on a Lot, together with all improvements located on the same Lot and used in conjunction with such residence, including anything located within or without said Unit (but designated and designed to serve only that Unit) such as patios, decks, garages, appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, if any. **Townhome Unit** shall mean an attached Unit constructed on a Townhome Lot and **Detached Unit** shall mean an unattached Unit constructed on a Detached Home Lot. Roofs and exterior surfaces of Townhome Units (and/or the buildings in which such Units exist) shall be deemed to be Limited Common Area for purposes of maintenance and control but not for purposes of ownership, title or taxation.

ARTICLE III

REAL PROPERTY DESCRIPTION AND ANNEXATION

3.01 **Submission.** The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property in the City of Provo, Utah County, State of Utah as described in **Exhibit A** hereto:

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property, whether or not the same are reflected on the Plat.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any Mortgage (and nothing in this paragraph shall be deemed to modify or amend such Mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; **AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.**

3.02 **Division into Lots.** The Development is divided into 78 Lots, as set forth and described on the Plat and in Article I hereof, with appurtenant and equal rights and easements of use and enjoyment in and to the Common Area, as well as appurtenant obligations pertaining to assessments, maintenance, etc., all as set forth in this Declaration.

ARTICLE IV

DUTIES AND OBLIGATIONS OF OWNERS

4.01 **Maintenance and Repairs.** Each Owner shall at his own cost maintain his Lot and any Unit constructed thereon in good condition and repair at all times; provided, however, that as to Townhome Units

only, all roofs and certain exterior surfaces of Townhome Units shall be deemed to be and shall be treated as if the same were Limited Common Area and maintained, repaired and repainted as necessary by the Association as provided in Section 12.01(d) of this Declaration, **but paid for** by the respective Townhome Lot Owners on a pro-rata, individual or other equitable basis as determined by the Board. Nothing herein or in Section 12.01(d) shall be construed to make such roofs or exterior surfaces Common Area for purposes of ownership, title or taxes. In the event of damage to or destruction of any Unit, the Owner of the Lot on which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed Unit in the Development. **The painting or repainting, remodeling, rebuilding or modification of any Unit exteriors or parts thereof must first be submitted to and approved by the Design Review Committee pursuant to its procedures.** Notwithstanding the obligations of the Association to maintain and repair certain items pertaining to Townhome Unit exteriors and roofs, as set forth in Section 12.01(d), no Owner of any Lot in the Development shall openly or wantonly neglect or fail to do everything possible to keep his Lot and Unit in good and attractive condition and repair at all times.

4.02 **Insurance.** Notwithstanding any insurance coverage required to be provided herein by the Association:

(a) Each Townhome Unit Owner shall pay to or reimburse the Association for his proportionate share of such insurance coverage pertaining to his Unit on a pro-rata or other equitable basis as determined by the Board in consultation with the applicable insurance carrier or agent of such carrier; and

(b) Each Townhome Unit Owner shall procure and maintain in force at his own cost hazard insurance on personal contents and such liability coverage as is customary in projects such as the Development and which is consistent with each Owner's individual circumstances.

(c) Each Detached Unit Owner shall procure and maintain in force at his own cost hazard and liability insurance for his Detached Home Lot and Detached Unit and its contents as is consistent with his particular desires and circumstances.

4.03 **Assessments and Rules Observance.** Each Owner shall be responsible for the prompt payment of any assessments and insurance costs allocated pursuant to Section 4.02 (a) and other charges as provided for in this Declaration and for the observance of the Rules and Regulations promulgated by the Association from time to time.

4.04 **Transfer of Interests.** Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his interests in his Lot to another, either voluntarily or by operation of law, shall be relieved of all obligations accruing under this Declaration following such transfer.

ARTICLE V

PROPERTY RIGHTS AND CONVEYANCES

5.01 **Easement Concerning Common Areas.** Each Lot shall have appurtenant thereto a nonexclusive right and easement of use and enjoyment in and to the Common Areas for their intended purposes. Such right and easement shall be appurtenant to and shall pass with title to each Lot and shall in no event be separated therefrom.

5.02 Form of Conveyancing; Leases. Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ as identified in the Plat recorded in the office of the Utah County Recorder as Entry _____, contained within Plat _____ of **The Villages of Quail Valley Planned Unit Development**, SUBJECT TO the **Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of The Villages of Quail Valley Planned Unit Development** recorded in the office of the Utah County Recorder in Book _____, at Page _____, as Entry _____ (as said Declaration may have heretofore been amended or supplemented), TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of (as said Declaration may have heretofore been amended or supplemented).

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

5.03 Title to Common Areas; Taxes. Title to the various Common Areas shall be in the name of the Association free and clear of all liens other than the lien of current general taxes and the lien of any nondelinquent assessments, charges, or taxes imposed by governmental or quasi-governmental authorities, which, to the extent possible, shall be prorated equally among all of the Lots in the Development and assessed by the applicable governmental authorities to each Lot Owner as opposed to the Association separately.

5.04 Limitation on Easement. Each Lot's appurtenant right and easement of use and enjoyment concerning the Common Areas and Facilities shall be subject to the following:

(a) The right of the Association to govern by reasonable Rules and Regulations the use of the Common Areas and Facilities so as to provide for the enjoyment thereof in a manner consistent with the collective rights of all of the Owners;

(b) The right of the City of Provo, Utah, and any other governmental or quasi-governmental body having jurisdiction over the property within the Development to enjoy access and rights of ingress and egress over and across any street or driveway, parking area, walkway, or open area contained within the Common Areas for the purpose of providing emergency services, police and fire protection and providing any other governmental or municipal service; and

(c) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be deemed inconsequential and agreed to by the Association; provided that any such dedication or transfer deemed to have major consequences must first be assented to in writing by (i) the Mortgagee of each and every Mortgage that encumbers any Lot and (ii) the Owners of Lots to which at least a majority of the total votes in the Association appertain.

5.05 Utility Easements. Each Lot is subject to appurtenant easements for underground lines for utility purposes under and through such portions of the Common Areas as are comprised of roads, walkways and landscaped areas. If any Owner utilizes such easement rights with respect to his Lot or Unit, he shall

be responsible for the restoration to its former state of any portion of the Common Areas which may have been disturbed or damaged as a result.

5.06 Easements for Encroachments. If any structure or Unit improvement (including without limitation, roof overhangs) constructed on any Lot, whether or not constructed in replacement of the structure or improvement previously located thereon (so long as such structure or improvement is in substantially the same configuration and location as such prior structure or improvement) now or hereafter encroaches upon any other Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure or Unit (including without limitation, roof overhangs) on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to substantially duplicate the location and configuration of the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Areas due to the reconstructed structure's being in a slightly different location than its predecessor shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

5.07 Fenced or Walled Common Area Encroachments. There exists within the Development on the date hereof certain masonry walls and metal or wooden fences (including gates) enclosing platted Common Areas adjacent to certain platted Townhome Lots (e.g. front and rear patios and entry ways), which walls and fences are not noted on or authorized by the Plat. The areas enclosed by such walls and fences, as well as such walls and fences themselves shall be deemed hereby to constitute Limited Common Area appurtenant to the Townhome Lots to which they are adjacent and to which they appertain. Notwithstanding the obligation of the Association to maintain Common Area pursuant to Article XII and various other Sections of this Declaration, where such walls and fences enclose Common Area deemed by this Section 5.07 to constitute Limited Common Area, the Owner of the particular Townhome Lot to which such deemed Limited Common Area is appurtenant shall be responsible to care for and maintain such deemed Limited Common Area (entry ways, patios, walls and fences) in good condition and repair at all times in the opinion of the Board. A valid easement for such enclosed Common Area encroachments, any improvements constructed thereon, including any additions to Townhome Units, and the maintenance thereof, so long as they continue, shall exist; **provided, however, that from and after the date of recordation of this Declaration, no use of any such deemed Limited Common Area shall be made or permitted which involves major construction of improvements or additions to Townhome Units except upon application to and approval by the Design Review Committee; and, provided further, that the existence of any such current encroachments shall not be deemed to be a precedent for the granting of any additional, similar encroachments.**

ARTICLE VI

USE RESTRICTIONS

6.01 Use of Common Area. Except as otherwise permitted herein, the Common Areas and Facilities shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Units as set forth herein.

6.02 Residential Use. The property comprising the Development is zoned for and is restricted to single family residential use pursuant to applicable provisions of Provo City Ordinances. Each Lot, Unit and Owner is subject to the uses and restrictions imposed by such zoning, including parking requirements,

and no Lot or Unit shall be used, occupied, or altered in violation of such ordinances or so as to create a nuisance or to interfere with the rights of any other Owner. All Units shall be used exclusively for private residential purposes. The term "residential" as used herein shall be held and construed to prohibit individual room letting or boarding as well as commercial and professional uses that are not evidenced by a current permit granted by Provo City pursuant to its then current home occupation ordinance.

6.03 Prohibited Use and Nuisances. The following uses and practices are specifically prohibited, in addition to any additional prohibitions which may, from time to time, be adopted by the Board in the Rules and Regulations pursuant to Section 12.03 of this Declaration:

(a) No Unit or any part thereof shall be used or occupied by any persons not coming within the definition of "Family" as such term is defined and intended in the Provo City Ordinances as of the effective date hereof.

(b) No lease of any Lot and Unit shall be for less than the whole thereof. Owners shall advise the Association of any lease or rental of their Lot and Unit and such lease or rental understanding shall be in writing and shall contain a provision that the same is subject to the provisions of this Declaration.

(c) No animals, livestock, or poultry of any kind shall be permitted on any Lot or within any Unit except such domesticated household pets or birds as are allowed pursuant to the Rules and Regulations adopted by the Board pursuant to Section 12.03 of this Declaration; provided that such domestic pets shall not be a source of annoyance or nuisance to Owners within the Development. Pets shall be attended to at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted outside Units or fenced-in yards or patios unless accompanied by an adult Owner and unless they are carried or leashed. Pet feces and litter shall be immediately picked up by pet Owners and properly discarded.

(d) No parking of vehicles of any kind on the streets or parking areas within the Development shall be permitted except as set forth in Rules and Regulations adopted by the Board pursuant to Section 12.03 of this Declaration. No junk vehicle, trailer, truck, camper, boat, recreational vehicles or other machinery or equipment shall be kept within the Development except in the area designated by the Association for such use.

(e) No outside television or radio aerial or antenna, or other similar device for reception or transmission shall be permitted on any Lot or the exterior of any Unit except pursuant to written approval of the Design Review Committee pursuant to its procedures and standards.

(f) No burning of any trash and no accumulation or storage of litter, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any Lot.

(g) No noxious or offensive activity or noise shall be carried on upon any Lot or within any Unit which may be or become an annoyance to other Owners within the Development.

(h) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection (or after dark the evening before collection) and shall be removed from public view as soon as possible following such collection.

(i) No structure of a temporary nature, and no trailer, tent, shack, barn, pen, kennel, outdoor clothesline, shed (except for a reasonably sized garden or potting shed) or other buildings shall be erected, used or maintained on any Lot at any time.

(j) Except for entrance signs and statements, directional signs, signs for traffic control or safety, and standard size (approximately 700 sq. inches) real estate residential "For Sale" signs, no signs or advertising devices of any kind shall be erected, posted or displayed upon or about any Lot or Unit.

(k) No Lot shall be divided or subdivided and no portion of any Lot shall be transferred or conveyed for any purpose except for public utility easements and rights-of-way to service the same.

(l) No vehicle shall be parked on streets or driveways within the Development so as to obstruct ingress or egress by Owners, their families, guests or invitees, except for reasonable needs of emergency, construction or service and then for as brief a time as possible.

(m) No household appliances shall be permitted on patios or any portion of a Lot in such manner as to be visible from the street.

(n) The use of window air conditioning units is prohibited.

(o) The use of firearms (including air rifles), bows and arrows, and other dangerous devices is prohibited within the Development.

(p) No Owner shall engage or direct the activities of any employee or contractor of the Association during the hours such employee or contractor is engaged by the Association.

(q) For security and traffic control reasons, "garage/yard sales" within the Development are prohibited unless first approved by the Board pursuant to timely application by the Owner desiring to conduct such sale.

ARTICLE VII

DESIGN REVIEW

7.01 Design Review Committee. The Board of Trustees of the Association shall appoint a three-member Design Review Committee (the "Committee"), the function of which shall be to ensure that all improvements and landscaping within the Development harmonize with existing surroundings and structures. The Committee need not be composed entirely of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

7.02 Submission to Committee. No Unit, accessory of or addition to a Unit which is visible from the Common Areas shall be constructed or maintained, and no alteration, repainting (except for the same colors), or refurbishing of the exterior of any Unit shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee.

7.03 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Development conform to and harmonize with existing surroundings and structures. Any structure hereafter constructed on any Lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size and of equal or superior material as the prior structure; and if the plans and specifications therefor meet such criteria, the Committee must approve the same.

7.04 Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within 30 days after submission; provided, however, that plans and specifications for any replacement structure to be constructed in substantially the same configuration, location and architectural style and to be of substantially the same size and of equal or superior material as its predecessor shall be approved or disapproved within 10 days after submission. In the event the Committee fails to take any action within such specified periods, it shall be deemed to have approved the plans and specifications submitted except in those respects that they are not in conformity with the provisions of this Declaration, as to which respects they shall be deemed disapproved.

7.05 Construction. No on-site construction activity nor movement of earth, if required, preparatory to construction, shall take place prior to Committee approval, actual or deemed, required by Section 7.04. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy portions of the Common Areas in the vicinity of the activity provided that they shall promptly restore such areas to their prior condition when the use thereof is no longer required, including replacement of cracked or broken cement work, damaged plants and landscaping, etc.

7.06 Liability for Damages. Neither the Committee nor any member thereof shall be held liable for damages by reason of any action, inaction, approval, or disapproval taken or given without malice by such member or the Committee with respect to any request made pursuant to this Article VII.

ARTICLE VIII

INSURANCE

8.01 Hazard Insurance. The Board shall procure and maintain from a company or companies holding a financial rating of Class A or better from Best's Key Rating Guide, a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the Common Areas owned by the Association and of all the Townhome Units (and/or buildings in which such Units exist, including all building service equipment, if any, and the like), **but not the contents thereof**, with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and such other endorsements as the Board may deem to be reasonable. The cost of such coverage shall be assessed to each Owner as provided in Section 4.02 (a) of this Declaration. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners (and Townhome Unit Owners, as the case may be) and shall afford protection, to the extent applicable, against at least the following:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, windstorm, and water damage; and

(b) such other risks as shall customarily be covered with respect to facilities similar in construction, location and use.

8.02 Liability Insurance. The Board shall procure and maintain from a company or companies holding a financial rating of Class A or better from Best's Key Rating Guide a policy or policies of Public Liability Insurance to insure the Association, the Board, the Managing Agent and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried in connection with properties of comparable character and usage in Utah County, Utah nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for the property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The policy shall provide that the policy may not be canceled or substantially modified by the insurer unless it gives at least 30 days' prior written notice thereof to each insured. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense, either separate from or in connection with a contents policy required by Section 8.06.

8.03 Additional Insurance; Further General Requirements. The Board may also procure insurance which shall insure the Common Areas, the Association, or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide:

(a) a waiver of the insurer's right of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants;

(b) that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners;

(c) that it cannot be canceled, suspended or invalidated due to the conduct of the Association without a prior written demand that the defect be cured; and

(d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

8.04 Fidelity Coverage. The Association shall maintain fidelity coverage to protect against dishonest acts on the part of officers, trustees, managing agents, directors and employees of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association. In that event, such fidelity bonds shall:

- (a) name the Association as an obligee;
- (b) be written in an amount based upon the best business judgment of the Association and shall not be less than the estimated maximum of funds (including reserve funds) in the custody of the Association or the Managing Agent at any given time during the term of each bond, but in no event be less than a sum equal to three months' assessment on all Lots plus reserve funds;
- (c) contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and
- (d) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the insured.

8.05 Review of Insurance. The Board shall periodically, and whenever requested by Owners entitled to exercise at least twenty percent (20%) of the outstanding votes in the Association, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Unit and to the holder of any Mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner and any Mortgagee.

8.06 Unit Owners Contents Policies. Each Townhome Unit Owner shall be responsible to purchase and maintain in force a condominium/townhome unit owner contents policy (State Farm HO6 or equivalent) (the "contents policy"). All claims for damage to an individual Townhome Unit must first be submitted by the Owner to the insurer under his contents policy. The Association will not be required to file claims on its master policy for any damage that either should or would have been covered under an Owner's contents policy.

8.07 Other Insurance Provisions. All insurance required pursuant to this Article VIII shall be written by insurers licensed in the State of Utah. Notwithstanding anything in this Article VIII to the contrary, any insurance required to be obtained by the Association pursuant to Sections 8.03 or 8.04 of this Article shall be required only to the extent that such coverage is reasonably obtainable at reasonable rates and is customarily obtained with respect to improvements or facilities having the same or similar characteristics of the Common Areas and Townhome Units or risks being insured.

ARTICLE IX

RIGHTS OF MORTGAGEES

9.01 Title and Mortgagee Protection. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Lot or any other portion of the property comprising the Development. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee interested under any Mortgage affecting a Lot or any other portion of the Development shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration (other than those, if any, concerning a consent or approval to be

given by a Mortgagee, in the event a Mortgagee's failure to give the same is wrongful). No amendment to this Declaration shall in any way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

9.02 Preservation of Common Area. The Common Areas shall remain substantially of the same character, type and configuration as when such Common Areas became part of the Development or as they have been modified and exist currently upon the recordation of this Declaration. Unless the Association shall receive the prior written approval of (a) all first Mortgagees of Lots and (b) the Owners of all Lots, the Association shall not be entitled by act or omission to abandon, partition, subdivide, encumber, sell, transfer or materially modify the Common Areas, except to grant reasonable easements for utilities and similar or related purposes. **Common Areas of the type set forth and described in Section 5.07 and deemed to be Limited Common Areas shall not be subject to the approvals required by the provisions of this paragraph.**

9.03 Notice of Matters Affecting Security. The Association shall give written notice to any Mortgagee of a Lot requesting such notice whenever:

- (a) there is any material default by the Owner of the Lot subject to the Mortgage in performance of any obligation under this Declaration or the Articles of the Association which is not cured within 60 days after default occurs; or
- (b) damage to the Common Areas from any one occurrence exceeds \$10,000; or
- (c) there is any condemnation or taking by eminent domain of any material portion of the Common Areas.

9.04 Notice of Meetings. The Board shall give to any Mortgagee of a Lot requesting the same, notice of all meetings of the Association; and such Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

9.05 Right to Examine Association Records. Any Mortgagee shall, upon request and with reasonable notice, have the same right to inspect the books and records of the Association and to receive financial statements as the Owner of the Lot securing the Mortgage.

9.06 Right to Pay Taxes and Charges. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on insurance policies pertaining to the Common Areas, or secure new insurance coverage pertaining to the Common Areas on the lapse of a policy; and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

9.07 No Priority Accorded. No provision of this Declaration gives or may give a Lot Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for loss to or taking of Lots and/or the Common Areas.

9.08 Construction. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article IX, the provision or clause

which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Association with respect to the subject concerned.

ARTICLE X

PARTY WALLS

10.01 General Rules of Law to Apply. Each wall built as a part of the original construction of the Townhome Units and placed substantially on a dividing line between Townhome Lots shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply thereto.

10.02 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

10.03 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owner of another Townhome Lot thereafter makes use of the wall, such other Owner shall contribute to the cost of restoration thereof in proportion to such use. The foregoing provision shall not prejudice, however, the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions.

10.04 Weatherproofing. Notwithstanding any other provision of this Article X, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

10.05 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article X shall be appurtenant to the land and shall pass to such Owner's successors in title.

ASSOCIATION BYLAWS

THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS DECLARATION AS ARTICLES XI, XII AND XIII. THE MISCELLANEOUS PROVISIONS OF ARTICLE XIV OF THIS DECLARATION SHALL BE APPLICABLE TO BOTH THE DECLARATION AND BYLAWS PROVISIONS, AS THE CASE MAY BE.

ARTICLE XI

BYLAWS

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

11.01 Membership. Every Owner upon acquiring title to a Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Lot

ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall succeed to the previous Owner's membership interest. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Lot.

11.02 Voting Rights. There shall be one vote for each Lot in the Development, a total of 78 votes; provided that only those who are in good standing in the Association (current in all their obligations, including the payment of all assessments or other charges as set forth in this Declaration) shall be entitled to vote.

11.03 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the total number of votes appurtenant to such Lot be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting or in writing by another Owner of the same Lot, in which event no vote will be counted with respect to such Lot except to determine the presence or absence of a quorum.

11.04 Records of Ownership. Every Owner shall promptly cause to be duly recorded with the Utah County Recorder the conveyance document (or in the case of contract buyer, a copy of the sales contract or notice of interest) to his Lot and shall file a copy of such document with the Secretary of the Association, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein shall notify the Secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage. The Secretary of the Association shall also maintain all such information in the records of ownership. The Association may at any time obtain and rely on information from the Utah County Recorder regarding the Owners and Mortgagees of Lots.

11.05 Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Secretary of the Association in the notice thereof.

11.06 Annual Meetings. Annual meetings of the membership of the Association shall be held in the month of May of each year on such day and time as is set forth in the notice therefor. A month other than May may be chosen if it is deemed by the membership to be more convenient. At such annual meetings there shall be elected Trustees of the Board, as needed, pursuant to the provisions of this Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before each meeting. Copies of agenda items and budget matters for the current fiscal year shall be sent with the notice of the annual meetings.

11.07 Special Meetings. The President shall call a special meeting of the Owners as directed by a resolution of the Board or on a petition signed by Owners holding at least thirty percent (30%) of the total votes of the Association and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice therefor unless consented to by a majority of the Owners present, either in person or by proxy.

11.08 Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least 10,

but not more than 20, days prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

11.09 Quorum. Except as provided in Section 13.10, Owners present in person or by proxy at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special; provided, however, that such Owners collectively be entitled to cast at least forty percent (40%) of the total Association votes eligible to vote.

11.10 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours nor more than 20 days from the time the original meeting was called at which time the requirements for a quorum shall be reduced by one-half (½) that required at the preceding adjourned meeting.

11.11 Officers. The Association shall have a President, one or more Vice Presidents and a Secretary/Treasurer all of whom shall be elected by and from the Board. The Board may also appoint an Assistant Secretary and Assistant Treasurer from among Owners who are not serving on the Board. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board in an organizational meeting of the Board immediately following each annual meeting of Owners at which new Board members have been elected. Officers shall have the following duties:

(a) **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties that are usually vested in the office of President of a similar type association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and records as the Board may direct and he shall, in general, perform all duties incident to the office of secretary of a similar type association.

(d) **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

11.12 Removal of Officers. Any officer elected or appointed by the Board of Trustees may be removed by the Board if, in the Board's judgement, the best interests of the Association would be served thereby.

11.13 Board of Trustees: Composition, Election, Vacancies. The Association, through its Board of Trustees, is responsible for the maintenance of Common Areas, the determination, imposition and collection of Assessments, the enforcement of the provisions of this Declaration and, in general, the preservation of the residential quality and character of the Development to the benefit and general welfare of the Owners. The Board shall be composed of an uneven number of at least three to seven individual Trustees, each of whom shall be an Owner (or an officer, director, or agent of a non-individual Owner). As Trustees' terms expire, new Trustees shall be elected for three-year terms and shall serve on the Board until their successors are elected. Vacancies on the Board shall be filled by the remaining Trustees from among the Owners and such appointees shall serve until the next annual meeting of Owners when their successors shall be elected for the unexpired term of the Trustee they were appointed to replace. An appointed Trustee may stand for election for a full term following the expiration of the term for which he was first appointed. Board members shall serve without compensation but shall be entitled to reimbursement for any out-of-pocket expenses.

11.14 Indemnification of Board. Each of the Trustees shall be indemnified and held harmless by the Lot Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorneys fees reasonably incurred in connection with any proceeding in which such Trustee may become involved by reason of being or having been a member of said Board.

11.15 Board Meetings, Quorum, Board Action. The Board of Trustees shall establish its rules for meetings, whether regular or special. A majority of current Board members shall constitute a quorum. The action of a majority or those Trustees attending a meeting at which a quorum is present shall be sufficient to constitute the action of the Board. Action by consent shall require the unanimous consent of all Trustees then currently serving.

ARTICLE XII

BYLAWS

DUTIES AND POWERS OF THE ASSOCIATION

12.01 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation, Bylaws or the Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Development:

- (a) The Association shall accept all Owners as members of the Association.
- (b) The Association shall accept title to all Common Areas conveyed to it, whether by Declarant or by others, provided the same is free and clear of liens and encumbrances.
- (c) The Association shall maintain, repair, replace and landscape the Common Areas.
- (d) In connection with its duties to maintain and repair Common Areas, the Association will provide maintenance and repair upon certain exterior surfaces and roofs of the Townhome Units (and/or the buildings in which such Units exist), painting, replacing, and caring for roofs, gutters,

downspouts, soffits and facia and any other exterior improvements, **except glass surfaces**, which the Board may deem to require uniform appearance or maintenance. All costs associated with the exterior maintenance of the Townhome Units pursuant to this Section 12.01(d) shall be assessed to the respective Townhome Lot Owners on a pro-rata, individual or other equitable basis as determined by the Board.

(e) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(f) The Association shall obtain and maintain in force the policies of insurance required of it by the provisions of the Declaration.

(g) The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be reasonable as specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon 30 days' written notice thereof. Any Managing Agent may be an agent or employee of the Association or an independent contractor, as the Board deems appropriate.

(h) The Association shall make available to its members and their duly authorized agents or attorneys, upon reasonable notice and at reasonable hours, the books and accounts of the Association for examination for purposes reasonably related to the respective interests of such members.

12.02 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of the Declaration or the Bylaws, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) At any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement as required herein. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, the Bylaws or any Rules and Regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of the Declaration, the Bylaws and such Rules and Regulations.

(b) In fulfilling any of its duties under the Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Lots (to the extent necessitated by the failure of the Owners of such Lots) or in exercising any of its rights to construct or maintain improvements or other work upon any of the Common Areas, the Association shall

have the power and authority to obtain, contract and pay for, or otherwise provide for:

- (i) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the Board shall deem appropriate;
- (ii) Such insurance policies or bonds (in addition to those required by Article VIII) as the Board may deem appropriate for the protection or benefit of the Association, the members of the Board and the Owners;
- (iii) Such Common Area related utility services as the Board may from time to time deem necessary or desirable;
- (iv) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
- (v) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the property that comprises the Development; and
- (vi) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

12.03 Association Rules and Regulations. The Board from time to time, subject to and not inconsistent with the provisions of the Declaration or the Bylaws, shall adopt, amend, repeal and enforce reasonable Rules and Regulations governing, among other things: (a) the use of the Common Areas and amenities; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse or debris; (d) uses and nuisances pertaining to the Development; and (e) all other matters concerning the use and enjoyment of the property and the conduct of Owners and their invitees within the Development.

12.04 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee of the Board, or the Managing Agent.

ARTICLE XIII

BYLAWS

ASSESSMENTS

13.01 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the annual and any special assessments and Reimbursement Assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the

time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot 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.

13.02 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the Development, the interests of the Owners therein, paying costs properly incurred by the Association, and the maintenance, operation and carrying of the Common Areas. The use made by the Association of funds obtained from assessments may include, but shall not be limited to, payment of the cost of: taxes (if any) and insurance on the Common Areas; insurance on Townhome Units under any Board approved blanket coverage pending reimbursement by Townhome Owners; maintenance, repair, and improvement of the Common Areas; master metered utilities billed to the Association; payment of basic coverage cable TV pursuant to an approved plan providing coverage availability to each Unit in the Development; establishment and funding of reserve accounts to cover major repair or replacement of improvements or amenities within the Development Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under the Declaration, its Articles of Incorporation, Bylaws or Rules and Regulations.

13.03 Annual Assessments. Annual assessments shall be computed and assessed against all Lots in the Development based upon advance estimates of the Association's cash requirements to provide for payment of the cost of those items set forth in Section 13.02.

13.04 Annual Budget. Annual assessments shall be determined on the basis of a fiscal year ending March 31. On or before March 15 of each fiscal year the Association shall prepare and furnish to each Owner a copy of the operating budget for the upcoming fiscal year. The budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, reserves, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessments for the upcoming fiscal year and as the major guideline under which the Development shall be operated during such annual period.

13.05 Notice and Payment of Annual Assessments. The Association shall notify each Owner as to the amount of the annual assessment against his Lot on or before March 15 of the fiscal year preceding the fiscal year for which such annual assessment is made. Each annual assessment shall be payable in 12 equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the assessment relates. The failure of the Association to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date 15 days after notice of such assessment shall have been given to the Owner in the manner provided in the Declaration.

13.06 Transfer/Administration Fees. Each new Owner shall be required to prepay at the time of purchase of his Lot the sum of \$100, which sum shall be in addition to any proration of the annual assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's general fund to be utilized as necessary.

13.07 Maximum Annual Assessment. The maximum annual assessment may be increased each fiscal year by not more than ten percent (10%) above the maximum annual assessment for the previous fiscal year without the vote of Owners entitled to cast a majority of the Association votes.

13.08 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by annual assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to or replacement of amenities, infrastructure or improvements within the Common Areas. Any such special assessment shall be apportioned among and assessed to all affected Lots as provided in Section 13.09. Such special assessments must be assented to by sixty percent (60%) of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least 10 but not more than 30 days prior to the meeting date.

13.09 Uniform Rate of Assessment. All annual assessments authorized by Section 13.03 shall be fixed at a uniform rate for all Lots within the same classification, i.e., Townhome Lots and Detached Home Lots. All special assessments authorized by Section 13.08 shall be fixed at a uniform rate for all affected Lots, regardless of classification.

13.10 Quorum Requirements. The quorum requirement at any Association meeting called for any action authorized by Section 13.08, above, shall be as follows: At the first meeting called, the presence of Owners or proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If a quorum is not present at the first meeting, or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 13.08) at which a quorum shall be one-half (½) of that which was required at the preceding meeting.

13.11 Reimbursement Assessment on Specific Lot. In addition to the annual assessment and any special assessment authorized pursuant to Sections 13.03 and 13.08, above, the Board may levy at any time Reimbursement Assessments (a) on every Lot especially benefitted (i.e., benefitted to a substantially greater degree than any other Lot) by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on every Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on every Lot as to which the Association shall incur excess costs for utilities master metered and billed to the Association or any expense for maintenance or repair work performed pursuant to Section 12.01(d), or enforcement action taken pursuant to any of the provisions of the Declaration. The aggregate amount of any such Reimbursement Assessment shall be determined by the cost of such improvements, utilities, repairs, maintenance or enforcement action, including any overhead and administrative costs, and all attorney's fees and costs, and shall be allocated among the affected Lots according to the magnitude of special benefit or 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. If a special benefit arises from any improvement which is part of the general maintenance or operation obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted. Reasonable notice (not less than 10 days) of a Reimbursement Assessment and the opportunity to appear before the Board to contest or mitigate the same shall be given to any Owner whose Lot may be the subject of such assessment.

13.12 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all

assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

13.13 Effect of Nonpayment; Remedies. Any assessment (whether annual, special or Reimbursement Assessment) not received within 10 days of the date on which it or any instalment thereof becomes due and payable shall be subject to a late charge as set forth in the Association's Rules and Regulations from time to time promulgated, which, together with interest and costs of collection shall be, constitute, and remain a continuing lien on the affected Lot. If any assessment is not received within 10 days after the date on which it becomes due, the amount thereof shall also bear interest from the due date at the rate of one and one-half percent (1 ½ %) per month; and the Association may bring an action against the Owner who is personally liable therefor or may foreclose its lien against the Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights hereunder. Failure of the Association to promptly enforce any remedy granted pursuant to this Section 13.13 shall not be deemed a waiver of such rights.

13.14 Subordination of Lien to First Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage given in the first instance to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such Mortgage or purchaser who comes into possession of or becomes the Owner of a Lot by virtue of the foreclosure of such first Mortgage or the exercise of a power of sale under such first Mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment instalment which accrues or becomes due prior to the time such holder or purchaser comes into possession or ownership of such Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such first 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 first Mortgage, the lien shall apply to such excess. No sale or transfer of a Lot in connection with any foreclosure of a first Mortgage shall relieve any Lot from the lien of any assessment or instalment thereof thereafter becoming due.

13.15 No Abatement. No diminution or abatement of any assessments under the Declaration shall be claimed or allowed for inconvenience, annoyance or discomfort arising from (a) any construction (or lack of construction) within the Development; (b) the making of (or failure to make) any repairs or improvements to or the maintenance of any Common Areas of the Development, or any part thereof; or (c) from any action taken to comply with the provision of the Declaration or with the laws, ordinances, regulations, rules, or orders of any governmental authority.

ARTICLE XIV

MISCELLANEOUS

14.01 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person, as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or any officer or Trustee of the Association. Any notice required or permitted to be given to the Architectural Review Committee may be given by delivering or mailing the same to the Managing Agent or the Association or any member of the Architectural Review Committee.

14.02 Amendment. This Declaration may be amended (as opposed to terminated) by an instrument recorded in Utah County Recorder's office which is executed either by Owners who collectively hold at least sixty percent (60%) of the total outstanding votes in the Association or by the Association which shall certify that the required sixty percent (60%) vote was obtained in a Member meeting or by consent and is so documented in the records of the Association.

14.03 Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of votes outstanding in the Association or of the Owners, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes then outstanding in the Association, unless a higher percentage or a greater number is required by law. The following additional provisions shall govern any application of this Section 14.03:

(a) All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any Owner.

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

(c) Any change in ownership of a Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Lot are secured, the consent of none of such Owners shall be effective.

14.04 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

14.05 Condemnation. If at any time or times an insubstantial or minor part of the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. In the event of any other taking or condemnation, the interests of the Association, the Owners and Mortgagees shall be as they may appear.

14.06 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association, all Owners who heretofore acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Unit shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any

rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or Unit, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

14.07 Enforcement of Restrictions. Any Owner, the Association or any Mortgagee shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of, this Declaration. The prevailing party in any such action shall be entitled to collect court costs and reasonable attorney's fees.

14.08 Duration. This Declaration shall remain in effect until such time as there is recorded in Utah County, Utah, an instrument of termination which is executed by at least seventy-five percent (75%) of all Owners entitled to vote, plus the Mortgagee of each and every Lot.

14.09 Effective Date. This Declaration shall take effect upon the 61st day following its being filed for record in the office of the County Recorder of Utah County, Utah.

14.10 Signature Pages and Counterparts. This Declaration shall be executed by Lot Owners upon multiple Signature Pages and in any number of counterparts, which, when taken together, shall constitute the equivalent of one set of Signature Pages.

EXECUTED on the day and year indicated on the following Signature Pages by Owners of Lots who comprise at least a majority of the Owners of all Lots within the Development as required pursuant to the provisions of the Original Declaration, and by the Villages of Quail Valley Homeowners Association, Inc., a Utah nonprofit corporation, by its authorized officers.

(The remainder of this page has purposely been left blank.)

EXHIBIT A

Plat "A", The Villages of Quail Valley Planned Unit Development, Provo, Utah, recorded with Utah County Recorder April 9, 1974, Entry 5414 Map File #1242 (Lots 1-13, incl.; 15-25, incl.; and Townhome Lots/Units 1A,B,C,D; 2A,B,C,D; 3A,B,C,D; 4A,B,C,D; 5A,B,C,D; 6A,B,C,D; 7A,B,C,D; 8A,B,C,D; and 9A,C and D.)

Plat "A" Revised Sheet 3, The Villages of Quail Valley Planned Unit Development, Provo, Utah, recorded with Utah County Recorder February 11, 1975, Entry 2167 Map File #1332 (Lots 26-29, incl.)

Plat "B", The Villages of Quail Valley Planned Unit Development, Provo, Utah, recorded with Utah County Recorder September 16, 1975, Entry 18279 Map File #1427 (Lots 1-4, incl.)

Plat "C", The Villages of Quail Valley Planned Unit Development, Provo, Utah, recorded with Utah County Recorder November 11, 1976, Entry 29649 Map File #1655 (Lots 30-39, incl.)

Plat "E", The Villages of Quail Valley Planned Unit Development, Provo, Utah, recorded with Utah County Recorder August 19, 1994, Entry 66702 Map File #5677 (Lot 14)

SIGNATURE PAGES

ENT 62867:2000 PG 26 of 53

Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat
<u>Charleen Cook Kuhn</u> Charleen Cook	June <u>21</u> , 2000	1		"A"

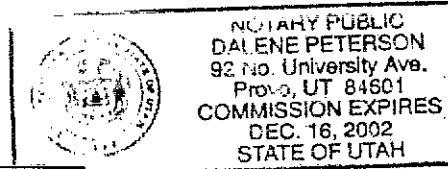
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June,
2000, by Charleen Cook.

Dale Peterson
Notary Public



<u>Joseph D. Jackson</u>	June __, 2000	2		"A"
--------------------------	---------------	---	--	-----

<u>Linda L. Jackson</u>	June __, 2000			
-------------------------	---------------	--	--	--

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this __ day of June,
2000, by Joseph D. Jackson and Linda L. Jackson.

Notary Public

Stephen Fresh
Stephen Fresh

June 21, 2000

3

"A"

Ornella Fresh
Ornella Fresh

June 21, 2000

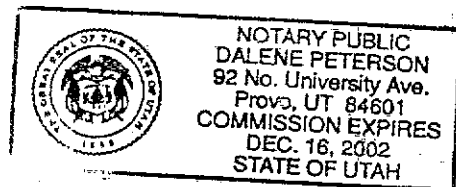
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June,
2000, by Stephen Fresh and Ornella Fresh.

Dale Peterson
Notary Public



Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat

David N. Wright	June __, 2000	4		"A"
-----------------	---------------	---	--	-----

Susan F. Wright	June __, 2000			
-----------------	---------------	--	--	--

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this __ day of June, 2000, by David N. Wright and Susan F. Wright.

Notary Public

David L. Fuehrer
David L. Fuehrer

June 21, 2000

Penelope A. Fuehrer
Penelope A. Fuehrer

June 21, 2000

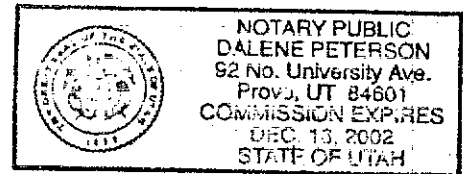
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000, by David L. Fuehrer and Penelope A. Fuehrer.

Notary Public



J. Oneil Miner	June __, 2000	6		"A"
----------------	---------------	---	--	-----

Tamera W. Miner	June __, 2000			
-----------------	---------------	--	--	--

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this __ day of June, 2000, by J. Oneil Miner and Tamera W. Miner.

Notary Public

Owner(s)	Date	Lot/Unit	
		Detached	Townhome Plat

Jan Godfrey
Jan Godfrey

June 21, 2000

7

"A"

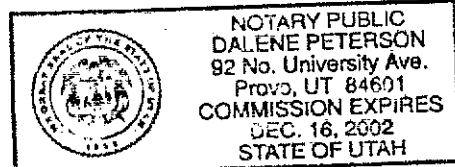
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June,
2000, by Jan Godfrey.

Dalene Peterson
Notary Public



Anna Lou Nye
Anna Lou Nye

June 21, 2000

8

"A"

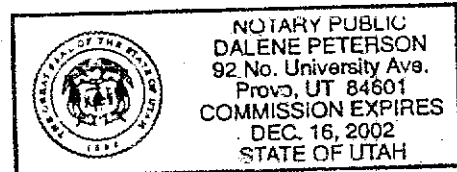
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June,
2000, by Anna Lou Nye.

Dalene Peterson
Notary Public



John Lawson
John Lawson

June ____, 2000

9

"A"

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this ____ day of June,
2000, by John Lawson.

Notary Public

Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat

Stephen C. Flaherty	June 21, 2000	10	"A"
---------------------	---------------	----	-----

Julia A. Flaherty

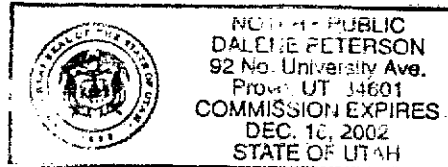
STATE OF UTAH)

ss

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Stephen C. Flaherty and Julia A. Flaherty.

Notary Public



Larry R. Dursteler
Larry R. Dursteler, Trustee
Larry R. Dursteler & Tamra F. Dursteler Revocable
Trust U/D/T 9/7/99

June 21, 2000

11

"A"

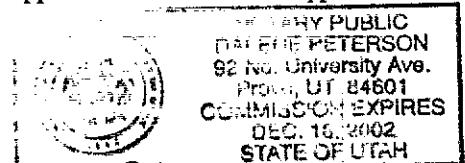
Tamra F. Dursteler
Tamra F. Dursteler, Trustee
Larry R. Dursteler & Tamra F. Dursteler Revocable
Trust U/D/T 9/7/99

June 21, 2000

State of UTAH)
County of UTAH) ss.

Acknowledged before me this 21 day of June, 2000 by
Tamra F. Dursteler in the capacities indicated.

Notary Public



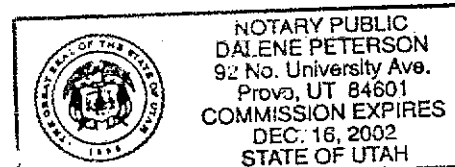
STATE OF UTAH)

ss

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000, by
Larry R. Dursteler and Tamra F. Dursteler in the
capacities indicated.

Notary Public



Danice N. Jolley
Danice N. Jolley

June 21, 2000

12

"A"

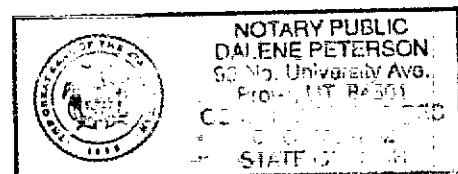
STATE OF UTAH)

ss

COUNTY OF UTAH)

Acknowledged before me this 21 day of June,
2000, by Danice N. Jolley

Notary Public



Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat

Robert Vern Peterson
Robert Vern Peterson

June 21, 2000

13

"A"

Mary Jeannine Peterson
Mary Jeannine Peterson

June 21, 2000

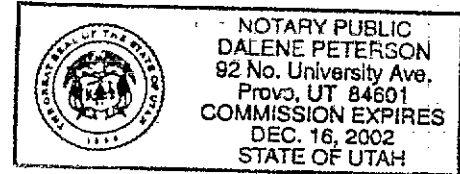
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June,
2000, by Robert Vern Peterson and Mary Jeannine Peterson.

Dalene Peterson
Notary Public



Mikell D. Field
Mikell D. Field

June 21, 2000

15

"A"

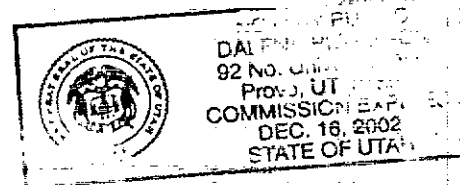
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June,
2000, by Mikell D. Field.

Dalene Peterson
Notary Public



Gary B. Lundberg
Gary B. Lundberg, Trustee
Lundberg Family Trust U/A/D 4/30/97

June 21, 2000

16

"A"

Joy S. Lundberg
Joy S. Lundberg, Trustee
Lundberg Family Trust U/A/D 4/30/97

June 21, 2000

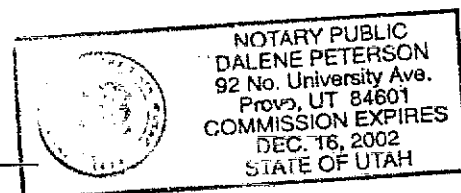
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June,
2000, by Gary B. Lundberg and Joy S. Lundberg,
in the capacities indicated.

Dalene Peterson
Notary Public



Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat
<u>Douglas H. Powelson</u> Douglas H. Powelson	June <u>21</u> , 2000	17		"A"
<u>Shawna R. Powelson</u> Shawna R. Powelson	June <u>21</u> , 2000			

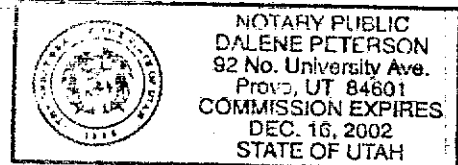
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000, by Douglas H. Powelson and Shawna R. Powelson.

Dalene Peterson
Notary Public



<u>Richard C. Cope</u>	June __, 2000	18	"A"
<u>Ann L. Cope</u>	June __, 2000		

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this __ day of June, 2000, by Richard C. Cope and Ann L. Cope.

Dalene Peterson
Notary Public

<u>Kevin L. Kemp</u>	June <u>21</u> , 2000	19	"A"
<u>Pamela Kemp</u>	June <u>21</u> , 2000		

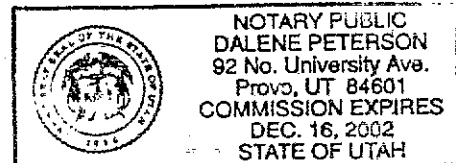
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000, by Kevin L. Kemp and Pamela Kemp.

Dalene Peterson
Notary Public



Owner(s)

Date

Lot/Unit

Detached Townhome Plat

Donald G. Andrews
Donald G. Andrews

June 21, 2000

20

"A"

Marilyn T. Andrews
Marilyn T. Andrews

June 21, 2000

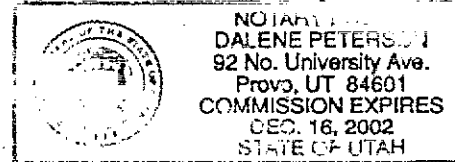
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Donald G. Andrews and Marilyn T. Andrews.

Dale Peterson
Notary Public



John Paul Ahrendes

June ____, 2000

21

"A"

Sue Ann Ahrendes

June ____, 2000

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this ____ day of June, 2000,
by John Paul Ahrendes and Sue Ann Ahrendes.

Dale Peterson
Notary Public

Kay Junior Andersen
Kay Junior Andersen, Trustee
The Anderson Family Trust U/D/T 1/3/91

June 21, 2000

22

"A"

Amelia Marsh Andersen
Amelia Marsh Andersen, Trustee
The Anderson Family Trust U/D/T 1/3/91

June 21, 2000

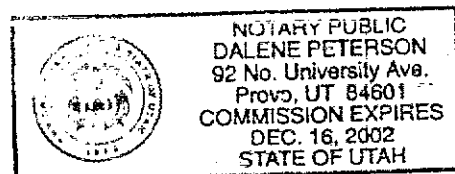
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000, by
Kay Junior Andersen and Amelia Marsh Andersen
in the capacity indicated.

Dale Peterson
Notary Public



Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat

Dottie M. Packer, Trustee Dottie M. Packer Family Living Trust	June __, 2000	23		"A"
---	---------------	----	--	-----

STATE OF UTAH)

:SS

COUNTY OF UTAH)

ENT 62867:2000 PG 33 of 53

Acknowledged before me this __ day of June, 2000,
by Dottie M. Packer in the capacity indicated.

Notary Public

Nathan Clay Lyon	June __, 2000	24		"A"
------------------	---------------	----	--	-----

Angela Marie Lyon	June __, 2000			
-------------------	---------------	--	--	--

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this __ day of June, 2000,
by Nathan Clay Lyon and Angela Marie Lyon.

Notary Public

<u>Harian M. Hatfield</u>	June <u>21</u> , 2000	25	"A"
<u>Radene R. Hatfield</u>	July <u>21</u> , 2000		
<u>Richard M. Hatfield</u>	June <u>21</u> , 2000		
<u>Marilyn M. Hatfield</u>	June <u>21</u> , 2000		

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Harian M. Hatfield, Radene R. Hatfield, Richard M. Hatfield
and Marilyn M. Hatfield.

Notary Public

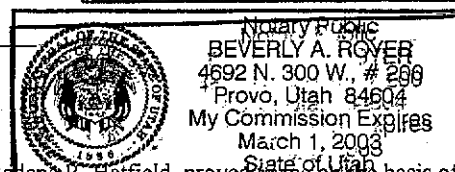
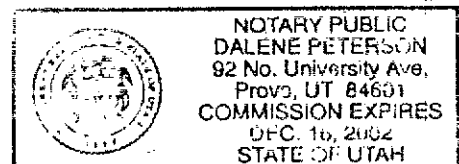
STATE OF UTAH)

:SS

COUNTY OF UTAH)

On this 21st day of July, 2000, personally appeared before me, Radene R. Hatfield, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.

Beverly A. Royer
NOTARY PUBLIC



SP-8

Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat
Vinton Miller Merrill, Co-Trustee Vinton and Afton Merrill 1998 Living Trust	June ____, 2000		1A	"A"
Afton Wilcox Merrill, Co-Trustee Vinton and Afton Merrill 1998 Living Trust	June ____, 2000	ENT 62867:2000		PG 34 of 53

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this ____ day of June, 2000,
by Vinton Miller Merrill and Afton Wilcox Merrill
in the capacities indicated.

Notary Public

Ar Lene H. Christenson
Ar Lene H. Christenson, Trustee
AHC Family Trust U/A/D 1/14/97

June 21, 2000

1B

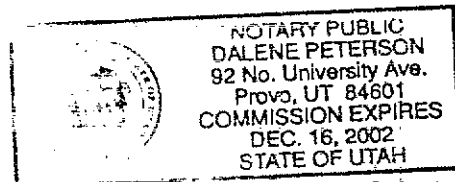
"A"

STATE OF UTAH)

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Ar Lene H. Christenson in the capacity indicated.

Notary Public



Howard Allan Christy
Howard Allan Christy, Co-Trustee
Revocable Living Trust of Howard Allan Christy

June 21, 2000

1C

"A"

Lizabeth Lynn Christy
Lizabeth Lynn Christy, Co-Trustee
Revocable Living Trust of Howard Allan Christy

June 21, 2000

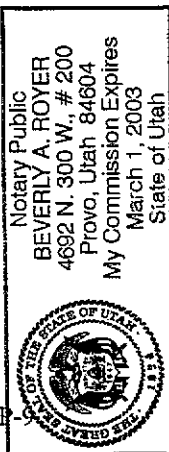
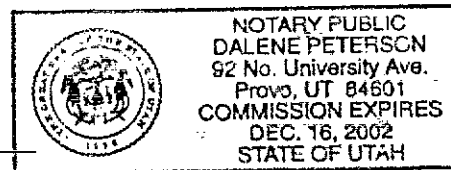
July 26, 2000

STATE OF UTAH)

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Howard Allan Christy and Lizabeth Lynn Christy
in the capacities indicated.

Notary Public



STATE OF UTAH)
COUNTY OF UTAH)

On this 26th day of July, 2000, personally appeared before me, Lizabeth Lynne Christy, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this instrument, and executed the same in my presence.

Beverly A. Royer, Notary Public

Owner(s)

Date

Lot/Unit
Detached Townhome Plat

ENT 62867:2000 PG 35 of 53

George L. Mitton
George L. Mitton

June 21, 2000

ID "A"

Ewan H. Mitton
Ewan H. Mitton

June 21, 2000

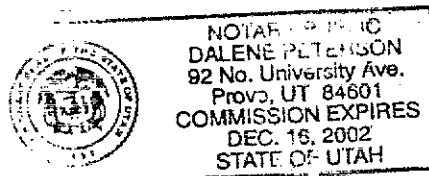
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by George L. Mitton and Ewan H. Mitton.

Dalene Peterson
Notary Public



Wayne A. Reeves, Trustee
Wayne A. Reeves, Trustee
Reeves Family Trust U/A/D 2/18/87

July 17, 2000

2A "A"

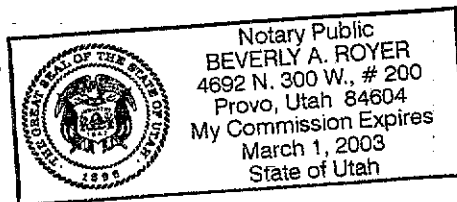
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 17th day of July, 2000,
by Wayne A. Reeves in the capacity indicated.

Beverly A. Royer
Notary Public



Rosalie R. Pratt
Rosalie R. Pratt, Trustee
Rosalie R. Pratt 1995 Living Trust

June 21, 2000

2B "A"

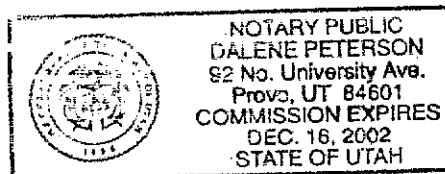
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Rosalie R. Pratt in the capacity indicated.

Dalene Peterson
Notary Public



Owner(s)

Date

Lot/Unit
Detached Townhome Plat

ENT 62867:2000 PG 36 of 53

Steve Bearnson
Steve Bearnson

June 21, 2000

2C "A"

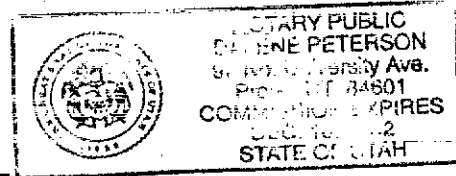
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Steve Bearnson.

Dalene Peterson
Notary Public



George S. Smith
George S. Smith

June 21, 2000

2D "A"

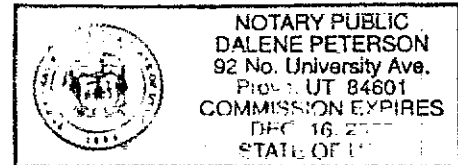
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by George S. Smith.

Dalene Peterson
Notary Public



Clinton E. Swanson

June ___, 2000

3A "A"

Beverly G. Swanson

June ___, 2000

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this ___ day of June, 2000,
by Clinton E. Swanson and Beverly G. Swanson.

Notary Public

Owner(s)

Date

Lot/Unit
Detached Townhome Plat

H. Ralph Woodward
H. Ralph Woodward, Trustee U/A 4/13/89

June 21, 2000

ENT 62867:2000 PG 37 of 53

3B

"A"

Mary Myrtice Woodward
Mary Myrtice Woodward, Trustee U/A 12/2/88

June 21, 2000

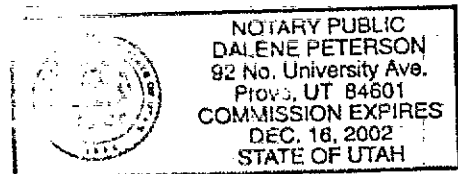
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by H. Ralph Woodward and Mary Myrtice Woodward
in the capacities indicated.

Dalene Peterson
Notary Public



Susan Middleton
Susan Middleton

June 21, 2000

3C

"A"

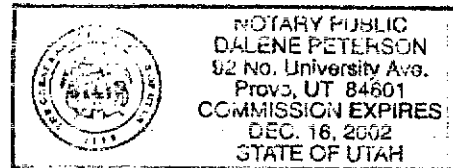
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Susan Middleton.

Dalene Peterson
Notary Public



Julie Kerr
Julie Kerr

June 21, 2000

3D

"A"

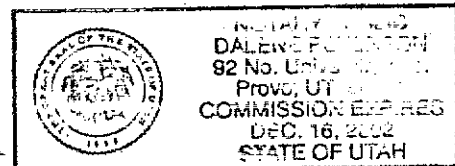
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Julie Kerr.

Dalene Peterson
Notary Public



Owner(s)

Date

Lot/Unit
Detached Townhome Plat

ENT 62867:2000 PG 38 of 53

Scott A. Evensen

June 21, 2000

4A

"A"

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Scott A. Evensen.



NOTARY PUBLIC
DALENE PETERSON
92 No. University Ave.
Provo, UT 84601
COMMISSION EXPIRES
DEC. 16, 2002
STATE OF UTAH

Dalene Peterson
Notary Public

Donald G. Andrews

June 21, 2000

4B

"A"

Marilyn T. Andrews

June 21, 2000

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Donald G. Andrews and Marilyn T. Andrews.



NOTARY PUBLIC
DALENE PETERSON
92 No. University Ave.
Provo, UT 84601
COMMISSION EXPIRES
DEC. 16, 2002
STATE OF UTAH

Dalene Peterson
Notary Public

Gerald R. Williams

June __, 2000

4C

"A"

Claudia C. Williams

June __, 2000

STATE OF UTAH)

:SS

COUNTY OF UTAH)

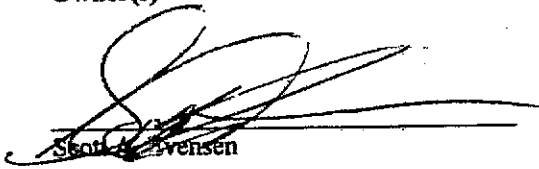
Acknowledged before me this __ day of June, 2000,
by Gerald R. Williams and Claudia C. Williams.

Notary Public

Owner(s)

Date

Lot/Unit	
Detached	Townhome Plat



Scott A. Evensen

June 21, 2000

4A

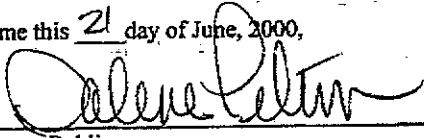
"A"

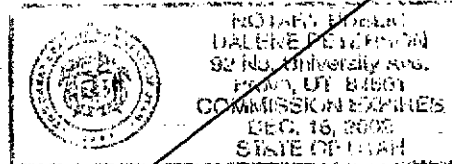
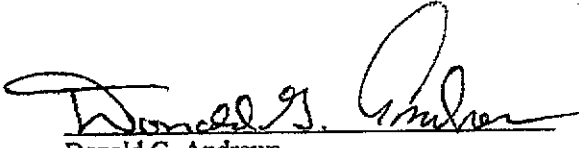
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Scott A. Evensen.



Notary Public



Donald G. Andrews

June 21, 2000

4B

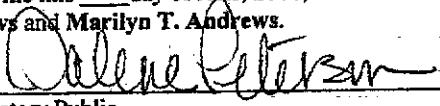
"A"

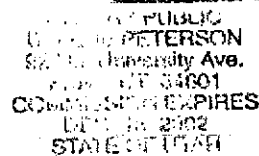
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Donald G. Andrews and Marilyn T. Andrews.



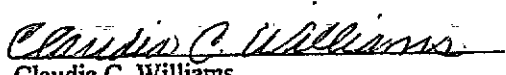
Notary Public



Gerald R. Williams

July 8, 2000

4C

"A"



Claudia C. Williams

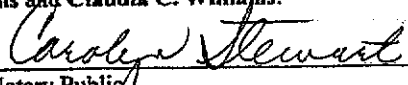
July 8, 2000

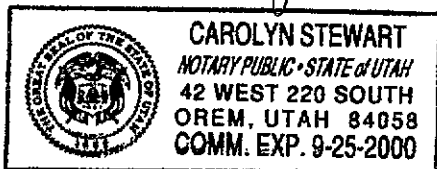
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 8 day of July, 2000,
by Gerald R. Williams and Claudia C. Williams.



Notary Public


SP-13

Owner(s)

Date

Lot/Unit	
Detached	Townhome Plat
4D	"A"

Daniel F. Terry, Jr.

June __, 2000

4D

"A"

Melain G. Terry

June 21, 2000

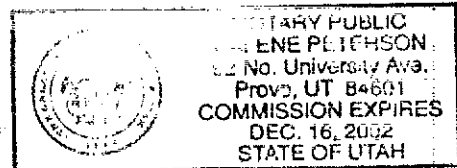
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Daniel F. Terry, Jr. and Melain G. Terry.

Notary Public



James E. Rasband

June 21, 2000

5A

"A"

James E. Rasband

Ester Rasband

June 21, 2000

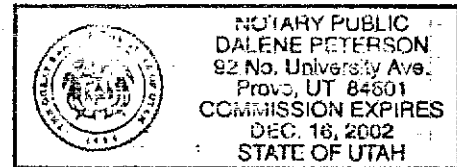
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by James E. Rasband and Ester Rasband.

Notary Public



Richard K. Long

June __, 2000

5B

"A"

Sue Ann Long

June 21, 2000

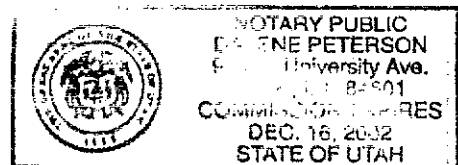
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Richard K. Long and Sue Ann Long.

Notary Public



Owner(s)

Date

Lot/Unit

Detached Townhome Plat

Kenneth W. Brereton

June __, 2000

5C "A"

Evelyn Y. Brereton

June __, 2000

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this __ day of June, 2000,
by Kenneth W. Brereton and Evelyn Y. Brereton.

Notary Public

Robin R. Corrie
Robin R. Corrie

June 21, 2000

5D "A"

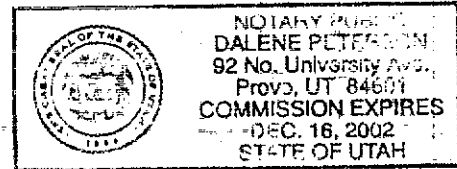
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Robin R. Corrie.

Notary Public



Richard Lloyd Anderson
Richard Lloyd Anderson

July
June 25, 2000

6A "A"

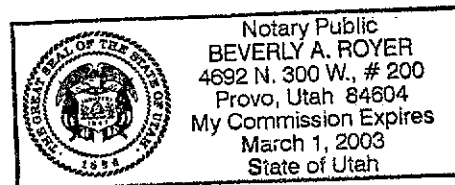
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 25th day of June, 2000,
by Richard Lloyd Anderson in the capacity indicated.

Beverly A. Royer
Beverly A. Royer
Notary Public



Owner(s)

Date

Detached Townhome Plat

Bonnie R. Hansen

June 21, 2000

6B

"A"

Bonnie R. Hansen

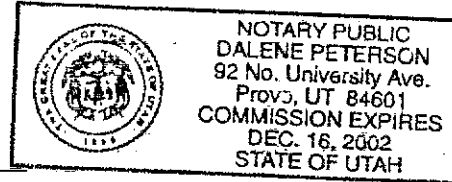
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Bonnie R. Hansen.

Dalene Peterson
Notary Public



Christian Y. Herrera

June 21, 2000

6C

"A"

Christian Y. Herrera

Shirley M. Herrera

June 21, 2000

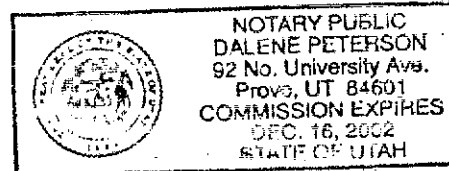
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Christian Y. Herrera and Shirley M. Herrera.

Dalene Peterson
Notary Public



James R. Driggs, Jr.

June 21, 2000

6D

"A"

James R. Driggs, Jr.

Dina Driggs

June 21, 2000

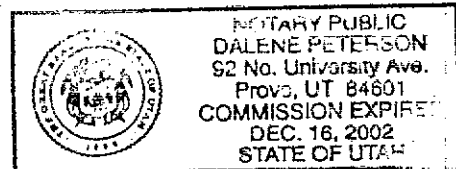
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by James R. Driggs, Jr. and Dina Driggs.

Dalene Peterson
Notary Public



Owner(s)

Date

Detached Townhome Plat

Robert B. Beckstead

Robert B. Beckstead

June 21, 2000

7A

"A"

Candace Beckstead

Candace Beckstead

June 21, 2000

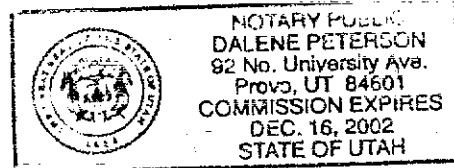
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Robert B. Beckstead and Candace Beckstead.

Dalene Peterson
Notary Public



Russell N. Marshall

Russell N. Marshall

June 21, 2000

7B

"A"

Grace P. Marshall

Grace P. Marshall

June 21, 2000

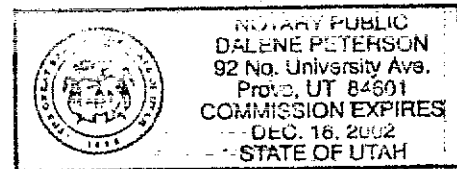
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Russell N. Marshall and Grace P. Marshall.

Dalene Peterson
Notary Public



Richard L. Anderson

Richard L. Anderson

July 25th, 2000

7C

"A"

Carma D. Anderson

Carma D. Anderson

July 25, 2000

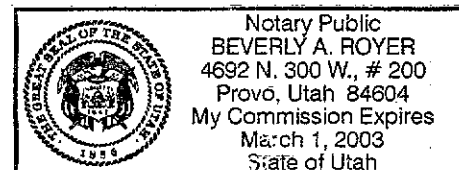
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 25th day of July, 2000,
by Richard L. Anderson and Carma D. Anderson and Carma D. Anderson.

Beverly A. Royer
Notary Public



Owner(s)	Date	Detached	Townhome	Plat
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James H. Backman	June __, 2000		7D	"A"
------------------	---------------	--	----	-----

Carolyn F. Backman	June __, 2000			
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STATE OF UTAH)
:SS
COUNTY OF UTAH)

Acknowledged before me this __ day of June, 2000,
by James H. Backman and Carolyn F. Backman.

Notary Public

Gordon K. Thomas	June __, 2000		8A	"A"
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M. Catherine Thomas	June __, 2000			
---------------------	---------------	--	--	--

STATE OF UTAH)
:SS
COUNTY OF UTAH)

Acknowledged before me this __ day of June, 2000,
by Gordon K. Thomas and M. Catherine Thomas.

Notary Public

<u>Ralph Daniel Bradford</u>	July 25 th June __, 2000		8B	"A"
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<u>Eileen Callister Bradford</u>	June 21, 2000			
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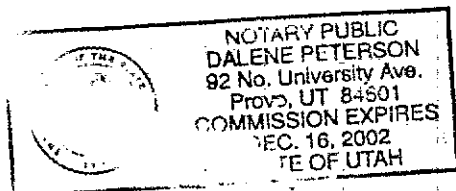
STATE OF UTAH)
:SS
COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Ralph Daniel Bradford and Eileen Callister Bradford.

Dalene Peterson
Notary Public

STATE OF UTAH)
COUNTY OF UTAH)

On this 25th day of July, 2000, personally appeared before me, Ralph Daniel Bradford, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this instrument, and executed the same in my presence.



Beverly A. Royer
NOTARY PUBLIC

Notary Public
BEVERLY A. ROYER
4692 N. 300 W., # 200
Provo, Utah 84604
My Commission Expires
March 1, 2003



Owner(s)

Date

Lot/Unit
Detached Townhome Plat

Brent M. Pratley
Sue Pratley

June __, 2000

8C

"A"

June 21, 2000

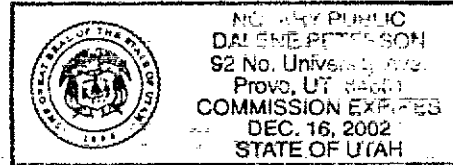
STATE OF UTAH)

:ss

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Brent M. Pratley and Sue Pratley.

Dale Peterson
Notary Public



Roger Huber
Roger Huber

June 21, 2000

8D

"A"

Arlene M. Huber
Arlene Huber

June 21, 2000

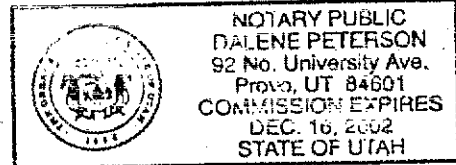
STATE OF UTAH)

:ss

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Roger Huber and Arlene Huber.

Dale Peterson
Notary Public



William R. Gould, Trustee
The Gould Family Trust 11/24/82

June __, 2000

9A

"A"

Erlyn Arvilla Johnson Gould, Trustee
The Gould Family Trust 11/24/82

June __, 2000

STATE OF UTAH)

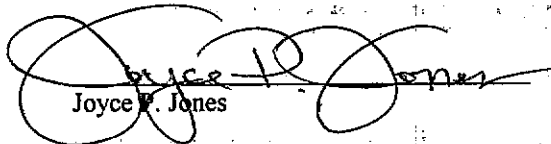
:ss

COUNTY OF UTAH)

Acknowledged before me this ____ day of June, 2000,
by William R. Gould and Arvilla Johnson Gould
in the capacities indicated.

Notary Public

Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat


Joyce P. Jones

June 21, 2000

9C

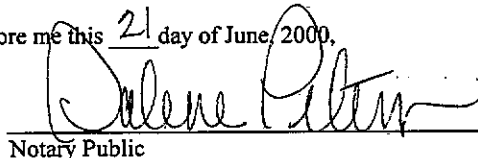
"A"

STATE OF UTAH)

:ss

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Joyce P. Jones.


Notary Public

NOTARY PUBLIC
DALENE PETERSON
92 No. University Ave.
Provo, UT 84601
COMMISSION EXPIRES
DEC. 16, 2002
STATE OF UTAH


Mary Kathleen Grow Startin

June 21, 2000

9D

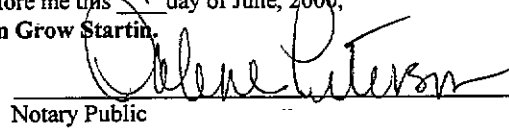
"A"

STATE OF UTAH)

:ss

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Mary Kathleen Grow Startin.


Notary Public

NOTARY PUBLIC
DALENE PETERSON
92 No. University Ave.
Provo, UT 84601
COMMISSION EXPIRES
DEC. 16, 2002
STATE OF UTAH


Mary T. Morris

June 21, 2000

Lot 26

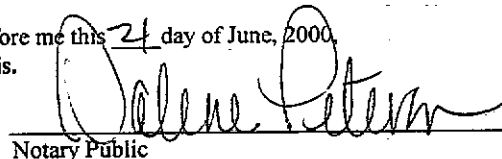
Rev. "A"

STATE OF UTAH)

:ss

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Mary T. Morris.


Notary Public

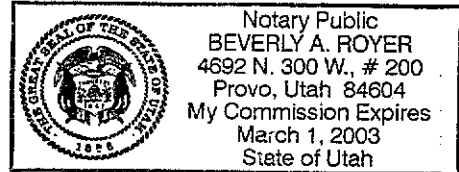
NOTARY PUBLIC
DALENE PETERSON
92 No. University Ave.
Provo, UT 84601
COMMISSION EXPIRES
DEC. 16, 2002
STATE OF UTAH

Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat
<u>[Signature]</u> David W. Reeves	July 26, 2000 June _____, 2000		27	Rev. "A"
<u>[Signature]</u> Vickie D. Reeves	July 26, 2000 June _____, 2000			

STATE OF UTAH)
:SS
COUNTY OF UTAH)

Acknowledged before me this 26th day of July, 2000,
by David W. Reeves and Vickie D. Reeves.

[Signature]
Beverly A. Royer
Notary Public

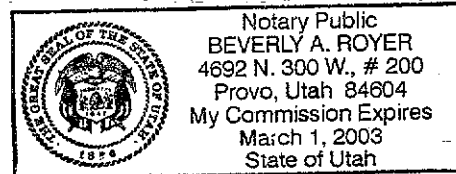


<u>[Signature]</u> David Kirkwood Hart	July 28, 2000 June _____, 2000
<u>[Signature]</u> Mary Emily Hart	July 28, 2000 June _____, 2000

STATE OF UTAH)
:SS
COUNTY OF UTAH)

Acknowledged before me this 28th day of July, 2000,
by David Kirkwood Hart and Mary Emily Hart.

[Signature]
Beverly A. Royer
Notary Public

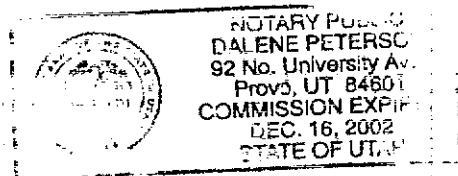


<u>[Signature]</u> Jeffrey D. Jones	June _____, 2000
<u>[Signature]</u> Janae A. Jones	June 21, 2000

STATE OF UTAH)
:SS
COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Jeffrey D. Jones and Janae A. Jones.

[Signature]
Dalene Petersen
Notary Public



29 Rev. "A"

Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat
_____ Todd T. Forsyth STATE OF UTAH) :SS COUNTY OF UTAH) Acknowledged before me this ____ day of June, 2000, by Todd T. Forsyth. _____ Notary Public	June____, 2000	1		"B"
_____ Brett A. Cook STATE OF UTAH) :SS COUNTY OF UTAH) Acknowledged before me this ____ day of June, 2000, by Brett A. Cook and Jason A. Cook. _____ Notary Public	June____, 2000	2		"B"
_____ Jason A. Cook STATE OF UTAH) :SS COUNTY OF UTAH) Acknowledged before me this ____ day of June, 2000, by Kevin R. Miller and Karlyn Miller. _____ Notary Public	June____, 2000	3		"B"
_____ Kevin R. Miller STATE OF UTAH) :SS COUNTY OF UTAH) Acknowledged before me this ____ day of June, 2000, by Kevin R. Miller and Karlyn Miller. _____ Notary Public	June____, 2000			
_____ Karlyn Miller STATE OF UTAH) :SS COUNTY OF UTAH) Acknowledged before me this ____ day of June, 2000, by Kevin R. Miller and Karlyn Miller. _____ Notary Public	June____, 2000			

Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat

_____, June ___, 2000
 Tei-Fu Chen, Trustee
 Tei-Fu Chen Family Trust 5/29/86

4

"B"

_____, June ___, 2000
 Oi-lin Chen, Trustee
 Tei-Fu Chen Family Trust 5/29/86

STATE OF CALIFORNIA)
 :SS
 COUNTY OF LOS ANGELES)

Acknowledged before me this ___ day of June, 2000,
 by Tei-Fu Chen and Oi-lin Chen in the capacities indicated.

 Notary Public

Phillip Reed Llewellyn June 21, 2000
 Phillip Reed Llewellyn

30

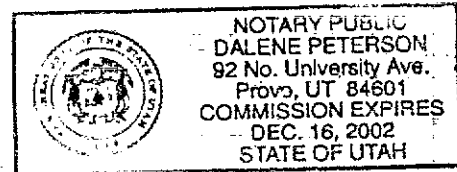
"C"

Charlotte Ann Llewellyn June 21, 2000
 Charlotte Ann Llewellyn

STATE OF UTAH)
 :SS
 COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
 by Phillip Reed Llewellyn and Charlotte Ann Llewellyn.

Dalene Peterson
 Notary Public



Robert C. Radle June 21, 2000
 Robert C. Radle

31

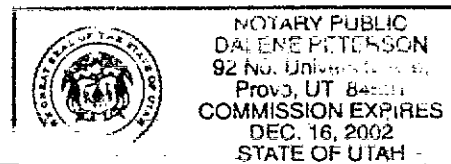
"C"

Nancy M. Radle June 21, 2000
 Nancy M. Radle

STATE OF UTAH)
 :SS
 COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
 by Robert C. Radle and Nancy M. Radle.

Dalene Peterson
 Notary Public



Owner(s)

Date

Lot/Unit
Detached Townhome Plat

Stephen D. Houston
Stephen D. Houston

June 7, 2000

Nancy D. Houston
Nancy D. Houston

June 21, 2000

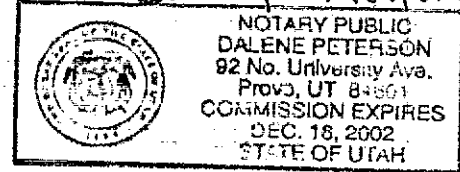
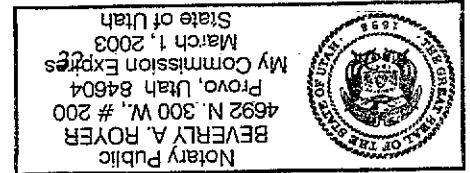
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Stephen D. Houston and Nancy D. Houston.

Dalene Peterson
Notary Public



state of Utah)
county of Utah)
Acknowledged before me this 7th day of August, 2000,
Stephen D. Houston in the capacities indicated.
Beverly A. Royer, Notary Public

David A. Rapier

June, 2000

33

"C"

Elaine P. Rapier

June, 2000

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this ___ day of June, 2000,
by David A. Rapier and Elaine P. Rapier.

Notary Public

Henry Weinmuller

June, 2000

34

"C"

Susan A. Weinmuller

June, 2000

STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this ___ day of June, 2000,
by Henry Weinmuller and Susan A. Weinmuller.

Notary Public

Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat
Kevin L. Hopton	June __, 2000	38		"C"

Angela Hopton

June __, 2000

STATE OF UTAH)
:ss
COUNTY OF UTAH)

Acknowledged before me this __ day of June, 2000,
by Kevin L. Hopton and Angela Hopton.

Notary Public

James Richard Rasband June 21, 2000

James Richard Rasband

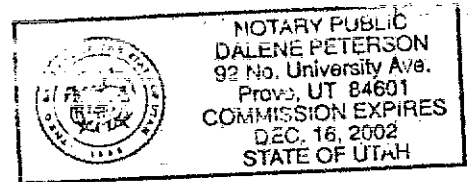
Mary W. Rasband June 21, 2000

Mary W. Rasband

STATE OF UTAH)
:ss
COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by James Richard Rasband and Mary W. Rasband.

Notary Public



CHEQUE, INC.

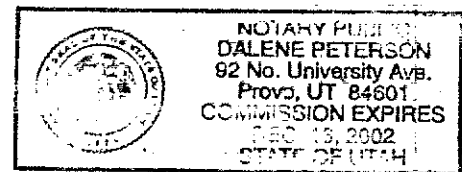
By: Leo A. Weidner June 21, 2000

Leo A. Weidner, President

STATE OF UTAH)
:ss
COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Leo A. Weidner in the capacity indicated.

Notary Public



Owner(s)	Date	Lot/Unit		
		Detached	Townhome	Plat

Dennis R. Jenkins

June 21, 2000

35

"C"

Jill Jenkins

June 21, 2000

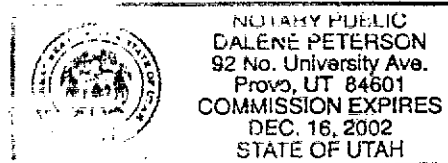
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 21 day of June, 2000,
by Dennis R. Jenkins and Jill Jenkins.

Dalene Peterson
Notary Public



David C. Hobson

July 20, 2000

36

"C"

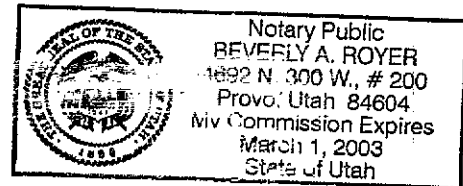
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 20 day of July, 2000,
by David C. Hobson.

Beverly A. Royer
Notary Public



M. Scott Wilkinson

June 26, 2000
Sunday

37

"C"

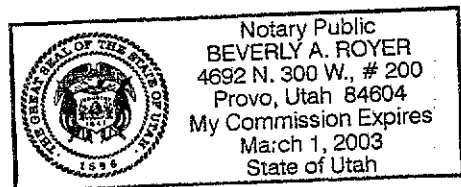
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Acknowledged before me this 26th day of July, 2000,
by M. Scott Wilkinson.

Beverly A. Royer
Notary Public



Dated this 9 day of ^{Aug}~~June~~, 2000

ATTEST:

THE VILLAGES OF QUAIL VALLEY
HOMEOWNERS ASSOCIATION, INC.

Mary W. Rasband
Mary Rasband, Secretary

By: Shirley Evansen
Shirley Evansen, President

STATE OF UTAH)
COUNTY OF UTAH) ss

Acknowledged before me this 9th ^{August}~~June~~, 2000, by
Shirley Evansen and Mary Rasband in the capacities indicated.

Beverly A. Royer
Notary Public

