

RED HAWK

WILDLIFE PRESERVE ARTICLES

I. To encourage and promote the preserve and protect the wildlife of our area so that succeeding generations shall enjoy the privileges and learn to accept the responsibilities for our native wildlife. To help foster and perpetuate a spirit of pride and respect for the hills, mountains, forests, streams and rivers and to teach future generations to enjoy the great out of doors and to enjoy a closer companionship with Nature.

II. To protect the native habitat for the bedding and birthing of all native wildlife. To nurture and improve native wildlife stocks and rehabilitate and restore damaged wildlife environments. To preserve the natural game trails, drinking areas and preserve the natural tree and shrub cover for wildlife protection. To plant areas that will provide additional food for the wildlife. To set up salt stations for the large wildlife. To leave as many trees and shrub areas in its original state as possible for native bird life. During severe winter periods, to provide feeding stations for the large wildlife.

III. To acquire, receive and hold such property, either by purchase or by gift real and personal as may be necessary or convenient to carry out said objects and purposes; to issue bonds, notes, and other assessments for the improving of the wildlife areas. To lease or buy water and water rights, develop watering areas, catch basins, deepen beaver ponds and develop natural springs and wells for the benefit of the native animals.

IV. To cooperate with Local, State, Federal, and any other public and private agencies in efforts to develop and maintain effective wildlife utilization practices in Summit County and on a State wide basis. To promote legislation that emphasizes the parallel between economic prosperity and maintenance of adequate natural resources. In addition to assist with the design of future developments that combine the harmony between development and the environment.

V. To assist other property owners, State and local law enforcement officials in protecting private property owned or controlled by the Preserve from all forms of animal abuse and all forms of hunting.

VI. To help promote and assist in the construction of nature trails for the beneficial use of people in a manner that will provide harmony with the native wildlife and natural environment. These nature trails are to be used for non-motorized travel such as foot, equestrian and mountain biking.

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
"RED HAWK II Plat A"

A PRIVATE EQUESTRIAN DEVELOPMENT & WILDLIFE PRESERVE

THIS DECLARATION is made this 27 day of August, 1991, by "Declarant", Owners of RED HAWK Subdivision Phase II Plat A

RECITALS

DECLARANT is the Owner of certain property in Summit County, State of Utah, which is located in the following described property:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33

ALL PARCELS ARE WITHIN TOWNSHIP I NORTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, upon which real property Declarant intends to develop a Subdivision containing Lots (as those terms are hereinafter defined).

Declarant will develop and convey all of the Lots contained in the Subdivision pursuant to a general plan and subject to certain protective covenants, conditions, restrictions, record charges, all running with the title to said Lots as hereinafter set forth.

Declarant has created a Utah non-profit corporation, to be known as THE RED HAWK RANCH OWNER'S ASSOCIATION, to administer, collect and disperse funds, enforce the covenants, conditions and restrictions, and maintain and oversee the needs and wants of the Owners within the Red Hawk Project.

1. PURPOSE OF COVENANTS

1.1 It is the intention of the Owners of the "RED HAWK" Project he developed and maintained as a highly desirable equestrian and ranch development. It is the purpose of these covenants that the natural beauty, serenity, views and present surroundings of the Project Subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this Instrument. The Declarant's desire is to maintain a mountain setting regarding all construction, including but not limited to the following:

- (a) stonework is preferred as opposed to brickwork;

- (b) no dome, A-Frame, or modified A-frame Dwellings;
- (c) no prefabricated sheds, Barns or Dwellings.

Every Structure must be custom built to compliment the area. Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be furtherance of the general plan and scheme of ownership referred ton herein and are further declared to be for the benefit of each Owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant its successors and assigns, and to all parties hereafter, owning any interest in the Property, Notwithstanding the foregoing, no provisions of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the Subdivision or improvements thereon, nor Declarant's rights to maintain model homes, construction, sales or leasing offices or similar facilities on any Lot owned by Declarant nor Declarant's right to post signs incidental to construction, sales or leasing.

II. DEFINITIONS

- 2.1 DECLARANT: "Declarant" means the Original Owners of property within the 'RED HAWK' Subdivision, together with its successors and assigns.
- 2.2 PROPERTY: "Property" means that certain platted real Property located in Summit County, Utah, more particularly described in Recital I.
- 2.3 DWELLING: "Dwelling" means any structure constructed for personal residence.
- 2.4 STRUCTURE/BARN: "Structure/Barn" means any Structure not for human use but for animal use.
- 2.5 LOT: "Lot" shall mean any parcel of Property shown as such on the recorded subdivision plat of the Red Hawk Project.
- 2.6 SUBDIVISION: "Subdivision" shall mean the Red Hawk Project as recorded in the records of Summit County, Utah.
- 2.7 MANAGER / DEVELOPER: "Manager and/or Developer" shall mean C. Michael Nielsen, his agents, his companies, his wife, Red Hawk Properties or assigns.
- 2.8 ENVIRONMENTAL COMMITTEE: "Environmental Committee" shall mean the committee created pursuant to these provisions.
- 2.9 ASSOCIATION: "Association" shall mean and refer to the Red Hawk Ranch Owner's Association, a Utah non-profit corporation and its successors and assigns, which corporation has been created by Declarant.
- 2.10 IMPROVEMENT: "Improvement" shall mean all Structures and appurtenances thereto of

every type and kind, including but not limited to buildings, (outbuildings, walkways, sprinkler systems and pipes, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment.

2.11 WILDLIFE AND EASEMENT AREAS: "Wildlife/Easement Areas" shall mean all areas across all Lots for the ingress and egress of equestrian, foot and non-vehicular travel. These areas are also designed for the protection and welfare of all native wildlife and the aesthetic enjoyment of the Owners.

III. DURATION OF DECLARANT

3.1 General Purposes and Powers: Declarant will perform functions as provided in this Declaration and to further the common interests of all Owner's of Property which may be subject, in whole or in part, to any or all of this Declaration. Declarant shall be obligated to and shall assume and perform all functions and obligations imposed on it until a Owner's Association and Environmental Committee are formed or the Project merges with an existing Owner's Association (or an existing Service District). When the Association is formed, it will have all powers necessary or desirable to effectuate these purposes and will not engage in commercial or profit making activity.

3.2 Membership in the Owner's Association: All persons, including the Developer C. Michael Nielsen Company and/or Red Hawk Properties, who own any Dwelling Lot in the Subdivision, by whatever means acquired, shall automatically become members of the Association in accordance with the Articles of Incorporation and By-laws of said Association as may be amended from time to time.

IV. ENVIRONMENTAL COMMITTEE

4.1 Environmental Committee: The Environmental Committee shall consist of one (1) or more people, including but not limited to, the Manager and one (1) Lot Owner. The Manager shall appoint a consulting architect. Said Environmental Committee shall have and exercise all of the powers, duties and responsibilities set forth in this instrument.

4.2 Approval by the Environmental Committee: No improvements of any kind, including but not limited to Dwelling houses, swimming pools, guest houses, ponds, parking areas, fences, walls, tennis courts, garages, drives, antennae, flag poles, curbs and walks shall ever be erected, altered, or permitted to remain on any lands within the Subdivision, nor shall any excavating, clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the completed plans and specifications therefore are approved by the Environmental Committee prior to the commencement of such work. A fee of five hundred dollars (\$500) shall be paid to the Environmental Committee to cover the costs and expenses of review. Improvements made after the initial improvements, costing more than five thousand dollars (\$5,000), shall be submitted as directed to the Environmental Committee for approval and the fee shall be five hundred dollars (\$500). The Environmental Committee shall consider the materials to be used on the external features of said buildings or Structures, including but not limited to, exterior colors, harmony of

external design with existing structures within said Subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural setting and surroundings, and shall ascertain whether the architecture conforms to the architectural guidelines. The Environmental Committee shall disapprove of any plans submitted to it which demonstrate to be insufficient for it to exercise necessary judgment as more particularly set forth in these Covenants. The complete architectural plans and specifications must be submitted in duplicate and must include at least four (4) different elevation views. One (1) complete copy of the plans and specifications shall be signed for identification by the Owners and left with the Environmental Committee. In the event the Environmental Committee fails to take any action within forty-five (45) days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. All amounts paid for Environmental Committee review shall first be used to defray the Committee's reasonable expenses (i.e. review from a professional architect). Any excess shall become the property of the Owner's Association. Lot owners that are Environmental Committee members shall each be compensated \$25.00 for their review.

4.3 Variances: The Environmental Committee has the authority to deviate from the requirements contained herein in extenuating circumstances, when following these covenants would create an unreasonable hardship or burden for a Property Owner. An affirmative vote of the majority of the members of the Environmental Committee must be gained for a variance to be granted. The Environmental Committee does not, however, have the authority to altogether deviate beyond the guidelines of the Summit County Building Code, Summit County Building Inspector, Summit County Planning and Building Office or any other Governmental Regulatory Agency.

4.4 General Requirements: The Environmental Committee shall exercise its best judgment in overseeing all improvements, construction, landscaping and alterations on the lands within the Subdivision, conforming and harmonizing with the natural surroundings and existing Structures as to external design, materials, color, location, height, topography, grade and finished grade elevations in keeping with the environmental guidelines. No Dome-shaped, A Frame or other type of Structure in conflict with the mountain style design, will be allowed. All improvements must compliment the overall area for everyone's benefit. Frost-free hydrants with seventy-five (75) feet of hose minimum, will be installed at the front and rear of Dwellings and Barns for fire protection usage.

4.5 Preliminary Approvals: Persons who anticipate constructing improvements on lands contained within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the Environmental Committee for informal and preliminary approval or disapproval. All preliminary sketches will be kept by the Environmental Committee and shall be submitted in duplicate, including but not limited to contain a proposed site plan, together with sufficient general information of all aspects that will be required to be in the complete plans and specifications to allow the Environmental Committee to act intelligently on giving an informed preliminary approval or disapproval until such time as complete plans are submitted and approved or disapproved.

4.6 Construction Phase: The Environmental Committee shall have authority, in the exercise of its sole discretion, to supervise and control the activities of contractors constructing improvements in the subdivision. Such supervision shall include, without limitation, setting

hours during which construction may take place; requiring that contractors post bonds for the benefit of the Ranch Owner's Association and other owners to reimburse them for any damage caused to any property within the subdivision by such contractors, their subcontractors, or vendors; limiting access to the property by such contractors, subcontractors, and vendors to those areas that are necessary for them to complete their work; forbidding the presence at job sites dogs owned by such contractors, subcontractors, and vendors: and sending additional rules to limit noise and other impacts arising from construction.

4.7 Declarant and Environmental Committee not liable: The Environmental Committee shall not be liable for damages to any person or persons submitting any plans for approval, or to the Association, or to any Owner or Owners of lands within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or group acquiring title to any Property in the Subdivision or doing shall be deemed to have agreed and covenanted that he, she or they, will not bring any action or suit to recover damages against the Environmental Committee, its members as individuals, or its advisors, employees, or agents. The Environmental Committee is not an engineering firm and therefore will expect all technical information and specifications relating to Owner's plans to have been drawn up and computed by competent professionals in their respective fields. The Environmental Committee shall not be responsible for reviewing, nor shall their approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The structural integrity of the Dwelling and/or said Improvements are not the responsibility of the Environmental Committee.

4.8 Written Records: The Environmental Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including but not limited to one (1) set of all preliminary sketches and all architectural plans so submitted) and of all actions or approval or disapproval and all other action taken by it under the provisions or this instrument. Said written records shall be maintained for a minimum of five (5) years after approval or disapproval.

4.9 Limited Extent of Committee Review: The Environmental Committee and the Declarant shall review and approve or disapprove of all plans submitted to them for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result on the immediate vicinity and the Subdivision generally. The Environmental Committee and the Declarant shall take into consideration, the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features.

4.10 Completion Required Before Occupancy: Unless approved by the Environmental Committee, no Dwelling within the Property shall be occupied until and unless the Owner of any Dwelling shall have completed the Dwelling in accordance with, and complied with, all approved plans and specifications.

V. GENERAL RESTRICTIONS ON ALL PROPERTY

5.1 Zoning Restrictions: No lands within the Subdivision shall ever be occupied or used for any Dwelling or purpose or in any manner which is contrary to the zoning regulations

applicable thereto.

5.2 Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes. No Lots within the Property shall ever be occupied or used for any commercial or business purposes provided, however, that nothing in this Paragraph 5.3 shall be deemed to prevent the following:

(a) Declarant or its duly authorized agent from using any Lot owned by Developer as a sales model;

(b) any Owner or his duly authorized agent from time to time offering the property for sale and showing it to potential buyers, subject to all of the provisions of this Declaration;

(c) any Owner from conducting an office type business in a residential Dwelling provided no signs or advertisements are placed on the Dwelling or the Lot and provided said business does not create a traffic or parking problem.

(d) notwithstanding any other provision of these Declarations, no owner shall have any right to use the property of any other owner for any business purpose without the express consent of such other owner, or to cause or allow a business invitee to enter onto the property of any other owner without the express consent of such other owner.

5.4 Restriction of Signs: With the exception of a sign not larger than three (3) square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction, no for sale signs or advertising devices, including but without limitations, commercial, political, informational or directional signs or devices, shall be erected or maintained on any Property, except signs approved in writing shall be erected or maintained on any Property, except signs approved in writing by the Environmental Committee as to size, materials, color and locations:

(a) as necessary to identify ownership of the Lot and its address;

(b) as necessary to give directions;

(c) to advise of rules and regulations;

(d) to caution or warn of danger; and

(e) as may be required by law.

5.5 Restrictions on Animals: Although the Property is designed as an equestrian development, all horses and/or animals must be of a nature to compliment the area. Before horses and/or animals are kept on a specific Lot, the Lot must be improved to adequately care for the animals' needs, by approved fencing and adequate stalls, hay storage, water, and so forth. The Environmental Committee must approve these improvements before animals will be allowed and the approval will be for a specific number of saddle horses, mares and geldings. Stallions and other types of livestock will require specific Environmental Committee approval. The Environmental Committee will retain the right to require removal of any animal or animals, who are deemed to be a problem to other Lot Owners.

5.6 No Resubdividing: No Lot shall be resubdivided. More than one (1) Dwelling shall not be constructed or allowed on a recorded lot without approval by the Environmental Committee.

5.7 Underground Utility Lines: All water, gas, electrical, telephone and all other utility lines within the limits of the Owner's Lot, running from the road or the point of distribution to the Dwelling, will be installed underground. All utility lines must be buried underground and may not be exposed above the surface of the ground.

5.8 Service Yards: All equipment, service yards or storage piles on any Lot in the Property shall be kept screened by approved planting or fencing so as to conceal them from view from neighboring Lots, access roads and areas surrounding the Property.

5.9 Maintenance of Property: All Property and all improvements on any Lot shall be kept and maintained by the Owner thereafter in a clean, safe, attractive and sightly condition and in good repair.

5.10 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon the Property nor shall anything be done or placed on any Property which is or may become a nuisance or embarrassment, disturbance or annoyance to others.

5.11 No Hazardous Activities: No hazardous activities shall be conducted on any Lot. No improvements shall be constructed on any Property which are or may be unsafe or hazardous to any person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property. No open fires shall be lighted or permitted on the Property except in a contained barbecue unit well attended and in use for cooking purposes or within safe and well-designed interior fireplace.

5.12 No Unsightliness: No unsightliness shall be permitted upon any of the Property without limiting the generality of the foregoing:

(a) any unsightly Structures, facilities, equipment, tools, boats, vehicles other than automobiles in working order, objects and conditions shall be enclosed within an approved garage or appropriately screened from view, except equipment and tools when in actual use for maintenance, remodeling or repairs;

(b) no trailers, mobile homes, tractors, truck campers, motor homes or trucks other than pickup trucks shall be kept or permitted to remain upon the Property unless enclosed in an appropriate garage or structure;

(c) no lumber, grass, shrub or tree clippings, plant waste, metals, building materials or scrap shall be kept, stored or allowed to accumulate on any of the Property, except in service yards meeting the requirements of Section 5.8;

(d) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed Structure or appropriately screened from view;

(e) hanging, drying or airing of clothing or household fabrics shall not be permitted outside a Dwelling or on Lots if visible from a Dwelling, Lots or areas surrounding the Property.

5.13 No Annoying Lights Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot, or Dwelling which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, with the exception of security devices

and/or fire alarms used exclusively to protect any of the Property or Dwellings. No odors shall be emitted from any Lot or Dwelling which is noxious or offensive to others.

5.14 No Cesspools: No cesspools shall be permitted on any Property. All types of sewage disposal systems shall be installed only after approval by the Environmental Committee and any other governmental regulatory health authorities having jurisdiction.

5.15 Wildlife Protection: Wildlife/Easement Areas are designed to preserve the beauty and the natural habitat of the wildlife, and for the visual enjoyment of the lot Owners. No alteration of any Wildlife/Easement Area will be allowed without the approval of the Environmental Committee. No hunting will be allowed within the boundary of the Property. Discharging of firearms will also be prohibited within the boundary of the Property. All violators will be prosecuted to the maximum extent of the law which could result in fines up to one thousand dollars (\$1,000). All game trails will not be obstructed and access will always be maintained to all streams, creeks and ponds for the protection and welfare of the native wildlife within the Property. The maintenance of these areas for wildlife protection is intended for the sole and exclusive benefit of the Owners. No provision of these declarations shall be construed to grant or confer any special right or standing on any person or organization including, but not limited to, the United States, the State of Utah, Summit County, or any agency, employee or representative of any of them.

5.16 No Interference of Streams: The flow of any stream, creek or spring may not be stopped or dammed without Environmental Committee and/or Governmental Agencies approval, where applicable, nor may any lot or parcel be increased in size by filling in the water that abuts said Lot.

5.17 Restrictions On Vehicles: All vehicles operated on said Property shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise. Said vehicles shall be operated only on the properly defined roads and not in any manner which could cause damage or harm to the natural environment and landscape of said Property. The Environmental Committee shall have the power to restrict the use of any vehicle which may create any nuisance or noise, preventing the Owner or Owners from enjoying their Property and private Streets unless the noise is muffled to meet the required noise standards of the Property and environment. In no event, shall motor driven bikes or other vehicles be permitted on the private streets unless the noise is muffled to meet the required noise standards of the Environmental Committee. Mufflers must conform to the Environmental Committee standards i.e. (spark arresters, street legal mufflers etc.). All drivers of vehicles must be legally licensed. Under no circumstances will motorized vehicles, including but not limited to, snowmobiles, dirt bikes, and other forms of all terrain vehicles be allowed along game trails or used to pursue the native wildlife. Wildlife/Easement Areas are devoted to hiking, horseback riding and cross country skiing. All motorized vehicles shall be restricted to the platted roadways only.

5.18 Road and Wildlife/Easement Area Usage: All motor vehicles shall be prohibited from using any Wildlife/Easement Areas set aside specifically for hiking, horseback riding, bicycling and cross country skiing.

5.19 Additional Improvements: In the event the Owner's Association (with a fifty-one percent (51 %) vote of the lot Owners) desires or is required by a governmental authority to develop additional improvements, all Property Owners, occupants, users or their assigns of the real Property proportionate share of the development expenses, costs and charges. Said proportionate share shall be calculated on a per Lot basis and due thirty (30) days prior to construction.

5.20 Rules and Regulations: No Owners shall violate the rules and regulations for the use of the lots as adopted from time to time by the Environmental Committee. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any lot by the Owner thereof.

VI. RESTRICTIONS ON LOTS

6.1 Number and Location of Dwelling: No Dwelling or Structure shall be placed, erected, altered, or permitted to remain on any Lot other than one (1) single family Dwelling and one (1) garage together with related nonresidential Structures and improvements of the types described in Section 4.2 hereof. At the time of construction of the single family Dwelling on any Lot said Lot must also be improved with a garage with at least a two (2) car capacity. Whenever possible, the garage doors will not face towards the main access road or the main view corridor from other Owner's homesites. A garage must be provided for each owned vehicle.

6.2 Residence Floor Area: The single family Dwelling which may be constructed on a 1.01 in the Subdivision shall have a minimum living floor area, exclusive of garages, balconies, porches, decks and patios of Thirty Five Hundred (3500) square feet.

6.3 Single Family Dwelling to be Constructed First: No garage or other Structure shall be constructed on any Lot until after commencement of construction of the single family Dwelling on the same Lot except as otherwise specifically permitted by the Environmental Committee. All construction and alteration work shall be prosecuted diligently, and each Dwelling, Structure or improvement which is commenced on any Lot shall be entirely completed within fifteen (15) months after commencement of construction. A three (3) month grace period after the initial fifteen (15) month period has expired may be given with Environmental Committee approval.

6.4 Setbacks and Dwelling Placement: The placement of Dwellings shall respect existing land forms and generally follow contours and fit into the existing land mass rather than ignoring and dominating these forms. All Dwellings on all lots shall be set back at least fifty (50) feet from the side, fifty (50) feet from the rear, and fifty (50) feet from the front Lot line. The "Front Lot line" is defined to mean that lot line of a lot abutting on a road. On corner Lots, the side yard which faces a street is to be set back a minimum of fifty (50) feet with consideration given to the maintenance of a clear view of intersecting streets as defined in the Summit County Building Code. All Dwelling site locations, driveways and any excavations must be approved by the Environmental Committee. Building zones will be enforced to insure maximum privacy, view corridors and maximum benefit to the individual Lot and the surrounding Lot Owner to maintain the overall beauty of the area. Building zones shall be designated by the recorded plat map.

6.5 Height Limitations: No portion of a Dwelling on the Property shall exceed a height greater than twenty-eight (28) feet, measured from natural or unmodified grade at that point to a point midway between the lowest part of the eaves or cornice and ridge of a hip or pitched roof. The maximum height of the ridge shall be the height designated for that Dwelling site by the Environmental Committee. This measurement applies to all elevations of the Dwelling, the intent being that buildings will conform with and reflect the natural contour of the land.

6.6 Towers Satellite Receivers and Antennae: No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Lot. It is recommended that lightning rods be installed on all Structures. Satellite receivers must have an enclosure to screen them from view from any surrounding Property Owner.

6.7 Used or Temporary Structures: No used or previously erected or temporary house, Structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no Dwelling shall be occupied in any manner prior to its completion and approval in accordance with Section 4.9 hereof.

6.8 Fences: Fencing shall be allowed with Environmental Committee approval. All fencing within the Property shall have a continuity of appearance in keeping with the setting and surroundings of the Property. All fencing shall be of a type specified by the Environmental Committee. Interior fences, screens or walls which are associated or connected with a Dwelling or Structure may be of such design, material and height as may be approved by the Environmental Committee.

6.9 Flashing and Roof Gutters: Flashing and/or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match or blend with adjacent materials on Buildings or Structures.

6.10 Dwelling Location and Driveway Length: A plot plan showing the desired location of the future Dwelling and the driveway and any additional excavation shall be submitted to the Environmental Committee for approval before any construction shall commence. As a general guideline, all Dwelling locations will be within the building zones within each Lot and will not be allowed on the Wildlife/Easement Areas located within each Lot. The driveway that connects with the street to a point at which said driveway first touches a Dwelling situated on said Lot may not exceed the longest straight boundary line of the particular Lot unless receiving approval from the Environmental Committee.

6.11 Driveway Access: All individual driveway access locations within the Subdivision shall be designed to function well with the site location and layout of each appropriate residential building. Care shall be taken in location driveways to allow for the least amount of site and vegetation disturbance. The maximum grade of any driveway shall not exceed ten percent (10%) unless a variance is received from the Environmental Committee. The minimum width of any driveway shall be twelve (12) feet, with the maximum width of twenty (20) feet prior to entering a garage. Where possible, driveways shall parallel the slope to lessen site impact. The approaching driveway shall align itself with the intersecting road at approximately ninety

(90) degrees for twenty-five (25) feet. A maximum of four percent (4%) grade will be designed along the center line of this portion of the drive. Cross slope will be three percent (3 %). The sides of the private drive will blend into the appropriate grade of the ten percent (10%) road at the same twenty (20) foot distance. When necessary to cut and fill, balance shall be sought. Exception will be allowed in order to save specimen vegetation. Retaining walls shall be used with cuts in excess of ten (10) feet. Fill areas shall be contoured to two (2) feet horizontal to one (1) foot vertical slopes and if the disturbed areas fails to catch existing grade within ten (10) vertical feet, a retaining wall shall be used. Driveway access for all Lots within the Subdivision may not be from any street or road other than interior roads within the Subdivision. All Lot Owners cannot grant additional right-of-ways and/or easements across their property in addition to those right-of-way and easements that are already of record at the date of the Plat recordation. A Lot Owner cannot improve a right-a-way and easement to give access to any other property that is not within the Subdivision unless the Lot Owner compensates the Developer or in the instance the Project is sold out, the other Lot Owners for their proportionate cost of all improvements that the Lot Developer and Owner have shared in said cost.

6.12 Building Masses Form and Roof Lines: In all cases, building masses, forms and roof lines shall conform to and with the existing contours. At no point shall the maximum height of any Structure on any of the Lots designated in this Section 6.12 exceed an elevation of two (2) stories of living space above the existing land contour at said point. Basements shall be allowed contingent upon the height of the water table.

6.13 Architectural:

(a) Roofs on all buildings shall be constructed with a minimum overhang of not less than four (4) feet on all elevations. All roofs shall be covered with fire resistant wood shingles, metal, wood shakes or similar roofing materials and must be designed so that all roof areas drain.

(b) Concrete walls that are exposed to view from all exterior elevations will be covered with a natural stone.

(c) Icicles and ice buildup must be considered and addressed regarding the dangers caused by falling ice and ice accumulation on walks and building entrances.

(d) All building designs must be approved and certified by a qualified structural engineer. Particular attention should be given to snow loads on roofs and frost line depth for foundations and plumbing installations.

(e) The following are the minimum insulating and weather-stripping requirements in all heated Dwellings:

1. All outside walls-minimum insulation factor R-19.
2. All ceilings separating attic from roof-minimum insulation factor R-30. All vaulted ceilings that are also the roof-minimum insulation factor R-36.
3. Exposed underfloor areas - minimum insulation factor R-25.
4. Perimeter concrete foundation walls to be insulated with a minimum of two inch rigid insulation on the outside of walls.
5. All outside windows shall be double glazed.
6. All outside doors and windows shall be weather-stripped on all edges.

(f) Flashing or roof gutters or other metal fittings on the exterior dwelling shall be copper or Cor-Ten steel or other materials which takes on a natural patina or shall be painted to

match or blend with adjacent materials on Dwellings.

(g) All buildings, Structures and improvements on any Lot shall comply with the construction guidelines and specifications of the Summit County Building Department.

(h) Lot Owner water lines and septic lines shall be buried a minimum of six (6) feet and also the lines are not to be installed in the outside walls, overhangs or in uninsulated attic or crawl spaces.

VII. ENFORCEMENT

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Owner's Association or Lots shall be enforceable by the Declarant, Owners Association or by any Owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or party of a person or entity other than the Association or Declarant shall be enforceable by the Declarant or the Association by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

7.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

7.3 Limited Liability: Neither Declarant, the future Owner's Association, the Board of Directors of the Association, the Environmental Committee, nor any member, agent or employee of any of the same shall be liable to any party for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VIII. GENERAL PROVISION

8.1 Duration of Declaration: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the Common Law Rule sometimes referred to as the "rule against perpetuities", shall continue and remain in full force and effect for the period of fifty (50) years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 15, 2020, provided however, that unless at least ten (10) year prior to said time of expiration, there is recorded an instrument

directing the termination of this Declaration executed by the Owner of not less than ninety percent (90%) of the Lots then subject to this Declaration. Said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten (10) years and thereafter for successive periods of ten (10) years unless, at least one (1) year prior to the expiration of such extended period of duration this Declaration is terminated by a recorded instrument directing termination signed by the Owner of not less than ninety percent (90%) of the Lots then subject to this Declaration as aforesaid.

8.2 Amendment or Revocation: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the Owner of not less than ninety percent (90%) of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording the instrument specifying the amendment or repeal unless such holder executes the said instrument.

8.3 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability or any other provision or valid and enforceable part of a provision of this Declaration.

8.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition retained in this Declaration.

8.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision.

IX. THE ASSOCIATION

9.1 FORMATION OF ASSOCIATION: Declarant agrees that promptly following the recording hereby, both parties hereto, it will execute and file with the Utah Department of Commerce, Division of Corporations and Commercial Code, Articles of Incorporation of the "Red Hawk Ranch Owner's Association" hereinafter referred to as the "Articles", which Articles shall be in the form of Exhibit "A", attached hereto by this reference and made a part hereof. Upon receipt by Declarant of the Certificate of Incorporation for the Red Hawk Ranch Owner's Association, Declarant agrees that it will cause to be executed, Bylaws for the Association in the form of Exhibit "B", attached hereto and by this reference made a part hereof.

9.2 Membership: Each Owner of a lot shall be deemed to be a member of the Association (hereinafter referred to as "Member"). Memberships in the Association shall not be assignable except to the successor in interest of the Lots and membership in the Association shall be appurtenant to and may not be separated from the fee ownership of the Lots. Ownership of a Lot shall be the sole qualification for membership in the Association. The Association membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any

way, except upon the sale or encumbrance of said Lot, and then only to the purchaser or purchasers of said Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an Owner of a Lot shall fail or refuse to transfer the membership registered in his name to the purchaser of said Lot, upon the transfer of fee title thereto, the Board of Trustees of the Association shall have the right to record the transfer upon the books of the Association.

9.3 Use of Wildlife/Easement Areas: Every Member shall have a right and easement of enjoyment in and to the Wildlife/Easement Areas which are on all Lots recorded in the Red Hawk Subdivision. These easements are for use either on foot, on horseback, by bicycle or on skis. These easements are not for vehicular motorized traffic which would include but are not limited to all motorized all terrain vehicles, dirt bikes, street bikes and dune buggies. Any Member may delegate his right of use and enjoyment of the Wildlife/Easement Areas to the members of his family, members of his household, his tenants or contract purchasers and his guests. All such rights of entry are subject to reasonable regulation by the Board. Notwithstanding the foregoing provisions, a Lot Owner may fence a portion of a Wildlife/Easement Area for use as a pasture in which event other Lot Owners shall not have access to the fenced portion.

9.4 Personal Liability: No Member may exempt himself from personal liability for assessments to be levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Wildlife/Easement Areas and the facilities thereon or by abandonment of his Lot.

9.5 Voting: Each Member shall be entitled to one (1) vote for each Lot owned by said Member. When more than one (1) person holds such interest or interests in any Lot ("Co-Owner"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the jointly owned Lot is entitled. Such Co-Owners may from time to time all designate in writing one of their number to vote. The vote for each Lot shall be exercised, if at all, as a unit. Where no voting Co-Owner is designated or if such designation has been revoked, the votes for such Lot shall be exercised as the majority of the Co-Owners of the said Lot mutually agree. Unless the Board of Trustees of the Association receive a written objection from a Co-Owner, it shall be conclusively presumed that the voting Co-Owner is acting with the consent of his or her Co-Owner. No votes shall be cast for any Lot where the majority of the Co-Owners of said parcel present in person or by proxy cannot agree to said votes or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or by the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles and Bylaws of the Association.

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

- (a) maintain and repair the water system and the private roads and replace those elements of the water system and private roads that must be replaced on a periodic basis, and otherwise manage the private roads and all facilities, improvements and landscaping thereon;

(b) maintain such policy or policies of liability and fire insurance with respect to any commonly owned buildings, barns, and or personal property, if any, owned by the Association as provided herein;

(c) levy and collect all assessments as provided herein in sufficient quantity to enable the Association to adequately perform its duties hereunder;

(d) grant easements and rights of way for sewer, water, electricity, telephone and natural gas lines and similar utilities and uses beneath, along and traversing the private roads;

(e) such additional powers as shall be reasonable and necessary for the Association to accomplish the purposes of its creation.

9.7 Liability for Assessments: Each Owner, of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association:

(1) common assessments for common expenses;

(2) capital improvement assessments; and

(3) special assessments, such assessments to be established and collected as herein provided. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees is the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

(4) the Developer shall not be responsible for any Association dues (I) on his lots except for voted and passed on assessments for additional capital improvements approved by an affirmative Association vote (2 & 3).

9.8 Use of Assessments: Assessments levied by the Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Members and for the improvement and maintenance of the common amenities of the Red Hawk Subdivision. The assessments shall also be for an adequate reserve to be used as appropriate for maintenance, repairs and replacement of these elements of the subdivision that must be replaced on a periodic basis.

9.9 Liability for Willful, or Negligent Damage: Maintenance, repair or replacement of all or any part of common facilities arising out of or caused by the willful or negligent act of a Member, his family, guests or invitees shall be done at said Member's expense or a Special Assessment therefore shall be made against his Lot

9.10 Common Assessments: The total Common Assessments against all of the Lots shall be based upon advance estimates of annual cash requirements by the Association to provide for payment of all estimated expenses growing out of or corrected with the maintenance and operation of the common facilities, which estimates may include, among other things, expenses of taxes, special assessments, premiums for all insurance which the Association is required or permitted to retain pursuant hereto, repairs and maintenance, wages for Association employees, legal and accounting fees, the creation of reasonable contingency reserve, surplus and or sinking funds, and any other expenses and liabilities which may be incurred by the Association. Common Assessments shall be made on a calendar year basis. The amount of the Common Assessments shall be initially proposed by the Board, and presented to a meeting of the Owner for approval. Notice of the proposed assessment for the ensuing year shall accompany the notice of the meeting and shall be mailed to each Member no later than thirty (30) days prior to

the date set for said annual meeting.

9.11 Capital Improvement Assessments: In addition to the Common Assessments authorized above, the Association may levy a Capital Improvement Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Capital Improvement or other such addition upon the common facilities provided that any such assessment in excess of five thousand dollars (\$5,000) must have the affirmative vote or written assent of Members entitled to cast a majority of the votes eligible to be cast with relation to such assessments.

9.12 Notice and Quorum: Written notice of any meeting called for the purpose of taking any action by the Members authorized under section 9.15 or 9.16 shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast fifty-one percent (51%) of all votes eligible to be cast at said meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called, and the required quorum at the subsequent meeting shall be twenty-five percent (25%) of the voting power of the Association. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

9.13 Allocation of Assessments: All Common Assessments and Capital Improvement Assessments of the Association payable during a calendar year shall be prorated among the Members on the basis (herein designated as the "Assessment Percentage" provided hereby shall be in addition to and in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

X GENERAL PROVISIONS

10.1 Enforcement: This Declaration may be enforced as follows:

(a) Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, by Declarant, any Owner or by the Environmental Committee. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs;

(b) The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part, is hereby declared, to be and constitutes a nuisance, and every remedy allowed by law or every such result and may be exercised by Declarant, any Owner, or by the Environmental Committee;

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

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

(e) A breach of the covenants, conditions or restrictions contained in this Declaration shall not affect or impair the lien or charge of any bona fide first mortgage made in good faith and for value on any residential Lot or the improvements thereon, provided, however, that any

subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise, but shall not be liable for prior breach.

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

10.3 Limited Liability: Neither Declarant, the Environmental Committee, nor any member, agent or employee of Declarant or the Environmental Committee shall be liable to any party for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

10.4 No Public Right or Dedication: Nothing contained in the Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public, or for any public use. This will include non-owner use of the Wildlife Easement Areas, access through the locked gates and or road usage for the non-owner continual use and any other use of the projects amenities without the Association approval.

10.5 Construction Notice and Acceptance: Every person who owns, occupies or acquires any right, title, estate, or interest in any Lot in the Subdivision does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions are contained in the instrument by which such person acquired an interest in the properties, or any portion hereof.

10.6 Reservation of Easements:

(a) no owner of a Lot shall interfere with the established points at which drainage enters and or leaves his Lot;

(b) declarant further expressly reserves, for himself and his agents and employees, easements of access, ingress and egress, over the Lots, for the purpose of maintaining, repairing and installing water and other utility line drainage structures, septic lines, and laterals if necessary, in accordance with the provisions of this Declaration, and otherwise provided by law.

10.7 Notices. Any notice permitted or required to be delivered as provided herein, shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy two (72) hours after the copy of the same has been deposited in the United States mail, postage prepaid, at the mailing address of such person, as listed on the tax roles or other records of the Summit County Assessor's or Treasure's Office, It shall be the responsibility of the Lot Owner to contact the Association regarding any address changes.

10.8 Interpretation: The provisions of this Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions

or interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

10.9 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not effect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

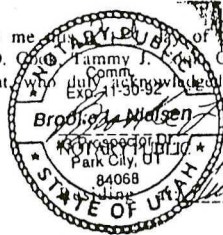
10.10 Captions: The captions and beadings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first shown.

C. Michael Nielsen
C. Michael Nielsen
Cheryl I. Jolley
Cheryl I. Jolley
Brooke L. Benson
Brooke L. Benson
Timmy J. Cool
Timmy J. Cool

Lyle Ann Tenney
Lyle Ann Tenney
Gaylon C. Larsen
Gaylon C. Larsen
Gary D. Cook
Gary D. Cook

The foregoing instrument was acknowledged before me, Brooke L. Benson, of Utah, 1991, C. Michael Nielsen, Lyle Ann Tenney, Gary D. Cook, Timmy J. Cool, Gaylon C. Larsen, Cheryl I. Jolley, Declarants of the within instrument, who duly acknowledged to me that they executed the same.



My Commission Expires: 11-30-92

The foregoing instrument was acknowledged before me this 28 day of Aug, 1991, Brooke L. Benson, Declarant of the within instrument, who duly acknowledged to me that she executed the same.

Brooke L. Benson
NOTARY PUBLIC
Residing at: 11302 East