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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BOX ELDER SOUTH SUBDIVISION

ARTICLE I - RECITALS

NOTE: Capitalized terms found throughout this instrument shall have the meaning given at the first point in this instrument where such term is utilized or in Article III hereof, "Definitions."

WHEREAS, the undersigned (hereafter "Grantor") is the owner of certain land in Utah County, Utah, more particularly described as follows (hereafter "Property" or "Subdivision"):

> Box Elder South Subdivision, comprising approximately 43.9 acres and more particularly described in Exhibit A attached hereto.

WHEREAS, the Grantor and desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor and all other persons or entities who may subsequently acquire an interest in the Property and (iii) create a residential development of high quality;

WHEREAS, the "Declaration of Covenants, Conditions, Restrictions and Easements for Box Elder South Subdivision" was recorded as Entry No. _____, in Book ____, in the Utah County Recorder's Office (the "Declaration");

WHEREAS, in order to achieve the objectives and desires of the Grantor and Owners, this Master Declaration is deemed necessary and appropriate to better vest the Association with the powers necessary to carry out the purposes for which it was created;

ARTICLE II - DECLARATION

The Grantor and hereby declares that the Property and each lot, tract or parcel thereof (hereafter called "Lot," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot in the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon the Grantor, and each Owner, and each successor in interest of each, and may be enforced by the Grantor and by any Owner, or by the Owner's Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Grantor's right to complete development of the Property in accordance with the plan therefore as the same exists or may be modified from time to time by the Grantor nor prevent normal construction activities during the construction of Improvements upon any Lot in the Subdivision. No development or construction activities shall be deem

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Utah County Recorder
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nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion.

In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

In the event of any conflicts between the provisions of this Declaration and the requirements of the applicable ordinances of Utah County, Utah or any municipality which may annex any portion of said project (as to that portion or portions), the more restrictive shall control.

ARTICLE III - DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

ACC: The Architectural Control Committee for the Subdivision.

ACC Rules/ACC Standards: The written rules and standards developed and adopted, initially by the Grantor and, subsequently by the ACC pursuant to the powers granted under Article X hereof, as amended from time to time. Such ACC Rules/ACC Standards shall be developed and contain rules and standards which will promote both high quality architectural, design, engineering and building standards while, incorporating a reasonable degree of variety and flexibility while maintaining an overall design and conceptual consistency congruent with a master planned community concept.

Assessment: A payment required of Association members, including Regular, Special or Limited Assessments as provided in this Declaration.

Association: Lambert Park Estates Home Owners Association, Inc., a Utah non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

Declaration: This instrument as amended from time to time and may also include the term "Declaration."

Development: The project to be undertaken by the Grantor resulting in the improvement of the Subdivision or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Fines: Means a punitive monetary amount levied against an Owner and Lot for violations of this Declaration, the Bylaws, the Rules and Regulations of the Association and applicable Architectural Guidelines. Said Fines shall be collectable as assessments pursuant to Articles VIII and IX of this Declaration.

Grantor: The undersigned owner, and his successors and assigns, of the land comprising the Subdivision.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent Improvements on a Lot following the sale of that Lot by the Grantor to an Owner, and intended for residential occupancy.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Subdivision, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Subdivision or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Member: Any person(s) who is an Owner of a Lot within the Subdivision.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Subdivision to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a "First Mortgage," including a First Deed of Trust," on a Lot in the Subdivision.

Mortgagee: The holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot in the Subdivision owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a First Mortgage, including a beneficiary under a First Deed of Trust on a Lot.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple title to a Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any

Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Utah County, Utah, as the same may be amended by duly recorded amendments thereto.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Special Assessment: An assessment levied by the Association other than a Regular or Limited Assessment.

Subdivision: The whole of the Property (also sometimes referred to herein as "Property").

The Lambert Park Estates Home Owners Association, Inc.: The Utah non-profit corporation organized by the Grantor and comprised of Members and existing for the purpose of providing self- government for the Property (sometimes referred to herein as "Owners Association").

ARTICLE IV - PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

1. (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
2. (b) The prevention of the erection in the Subdivision of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
3. (c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function.
4. (d) Securing and maintaining proper set-backs from streets in the Subdivision and adequate free spaces between Improvements
5. (e) The integration of development of the different Lots by setting common general standards consistent with the ACC Rules/ACC Standards existing from time to time.
6. (f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.
7. (g) Taking advantage of and utilizing, for purposes of promoting all of the foregoing and further enhancing the value and quality of each Owner's and each Occupant's interest in the Subdivision or in any Lot or Lots therein, a concept accommodating a diversity of residential property uses and designs within a common and harmonious community plan supportive of the overall concepts envisioned by the Grantor.

As used hereafter, "Project Objectives" shall mean the foregoing specified purposes.

ARTICLE V - PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Lots shall be used only for residential purposes and such uses as are customarily incidental thereto.

SECTION 5.02. Buildings. No Lot shall be improved except with one (1) dwelling unit. Each detached dwelling unit shall have an attached or fully enclosed garage adequate for a minimum of three (3) standard size automobiles. No carports or front-yard (meaning anywhere closer to the front property line of the lot than the front-most portion of the Building) parking pads shall be allowed. Square footage of such detached dwelling units (excluding basements and garages) shall be a minimum of 2,500 square feet on the main floor for single level homes and a combined 3,600 square feet on the main floor and second level for two-story homes.

SECTION 5.03. Approval of Use and Plans. The overall architectural style and detailing of each Improvement (including each Building) and the associated landscaping and site use is subject to ACC review and approval. Extraordinarily stylized or unique building shapes, or styles, such as geodesic domes, A-Frames, log cabins or cubic block homes are prohibited. The determination of whether or not a proposed Building is within this prohibited category of unique building styles shall rest with the ACC and such determinations shall be made in the sole and absolute discretion of the ACC, provided that in making such determination, the ACC may consult with Owners of Lots in the immediate surrounding area of the Lot where the subject Building is proposed.

No Initial Construction, including any site preparation or excavation of the Lot or other preparatory construction of Improvements for such Initial Construction shall be undertaken, built, constructed, erected or placed on a Lot unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved by the ACC in accordance with the provisions of Article X, below. After Initial Construction, no other work of construction, excavation, or any material alteration to Improvements on a Lot shall be undertaken without obtaining the same advance approvals as are required with respect to Initial Construction. Two sets of site, building, all four elevations, fencing, landscaping, plans are to be submitted to the ACC for approval.

SECTION 5.04. Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack, garage, accessory building or out-building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done or any use made thereon or thereof which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No split-entry Buildings or Buildings having more than 35 feet from the ridge of roof, as measured from grade, shall be allowed.

SECTION 5.05. Set-Backs. The Grantor may vary minimum building setbacks (any such contemplated variance to be set at time of sale) for the various types of residences and structures, including the imposition of minimums which are more restrictive than the applicable governmental requirement but also provided that such variations shall not be violative of requirements imposed by any governmental entity. Rear and side yard fencing shall be set back a minimum of ten feet (10') from any street right-of-way.

SECTION 5.06. Antennae. No exterior radio antennae, television antennae or other antennae, other than a common-sized residential satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the ACC. Said approval to be in compliance with current Federal Communication Commission (FCC) standards.

SECTION 5.07. Easements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use development and maintenance of the Property, the following easements:

1. (a) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded subdivision plat(s) for the Subdivision.
2. (b) Any additional easements, if any, as shown and designated on the recorded subdivision plat for the Subdivision.

The easement areas (excluding any equipment or appurtenances owned by the Grantor, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.08. Lighting. All exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Lot(s).

SECTION 5.09. Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot. Owners shall be responsible to clean up after their animals both on Owners and/or others private Lots.

SECTION 5.10. Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Subdivision.

SECTION 5.11. Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the ACC before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the approved grade(s) and any grade(s), berms or swales should be an integral part of the grading design.

SECTION 5.12. Commercial Use Prohibited. No Lot shall be used for commercial or business activity, provided, however, that the Grantor or persons authorized by the Grantor may use a Lot(s) for development and sales activities relating to the Subdivision, model homes or real estate sales. As used herein, "commercial or business activity" shall not include- the rental by an Owner of a Lot and the Improvements thereon for residential purposes or the incidental use of a Lot and

the Improvements thereon by an occupant for purposes incidental to a commercial or business activity shall not be a use in violation of this Section, provided that (i) such Lot is not used for storage of commercial or business items, (ii) employees, customers, clients, patrons and similar persons related to such commercial or business activity are not present on the Lot on a regular basis, (iii) no exterior signage may be permitted by the Architectural Control Committee, (iv) this section specifically prohibits use of a Lot for commercial repair or sale of any vehicle, equipment, boat or other fuel operated equipment.

SECTION 5.13. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

1. (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows unbroken and glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition.
2. (b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
3. (c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals.
4. (d) Subdivided Lots shall not be exempt from the provisions of this Declaration. These provisions shall not apply to subdivided land owned by Builders or by the Grantor that is used for agriculture, open space, or in a pre- development status.
5. (e) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such. No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
6. (f) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be, in a manner satisfactory to the ACC, corrected, removed or screened from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
7. (g) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board and/or it's assignees, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof.

The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other assessments set forth in Article VIII of this Declaration.

SECTION 5.14. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Grantor or the Association retains the right to drill for and extract water and Grantor or the Association may conduct excavation as required for any improvements.

SECTION 5.15. Boats, Campers and Other Vehicle. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times in an enclosed structure or in a paved side yard area next to the garage but behind the fence and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Subdivision. The parking or storage of commercial equipment, including, but not limited to, truck trailers or cabs, construction or excavation equipment, etc., is prohibited. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles (hereafter "automobiles"). No other use of a garage or conversion of a garage, which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed, shall be permitted. Parking on the lawn or unpaved portion of the Lot or in a public right-of-way within the Subdivision, other than for temporary purposes (as determined by the ACC), is prohibited. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. The Board in its discretion may enforce the parking restrictions by towing vehicles in violation thereof. The costs incurred by the Association to tow a vehicle shall be charged to the Owner and collected as an assessment pursuant to Articles VIII and IX herein.

SECTION 5.16. Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.17. Exterior Materials and Colors. All exterior materials and colors shall be selected and used as approved by the ACC. All exterior finishes and/or colors shall be predominately earth tone, provided that subtle colors and gray tones may also be permitted, as approved by the ACC. All roofing materials shall be fire retardant. No combustible materials can be used such as wood or asphalt shingles. Roofs of bright colors shall be prohibited. No gravel roofs shall be permitted.

SECTION 5.18. External Energy Devices. No energy producing devices including, but not limited to, generators of any kind shall be constructed or maintained on any Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC. Solar panel use shall be permitted provided the ACC has reviewed and approved the size, placement, and nature of the installation.

SECTION 5.19. Sprinkler System. Every structure or improvement which requires approval of the ACC shall have a fire suppression system (sprinkler system). No wood decking can be used. Only fire retardant materials shall be used. All non-indigenous landscaping shall also be maintained by a common outdoor sprinkler system.

SECTION 5.20. Mailboxes. No free-standing mailbox shall be constructed or installed on any Lot without the prior written approval of the mailbox plans by the ACC.

SECTION 5.21. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, reasonably sized vacancy sign or "For Sale" sign thereon and home occupation signage as per 5.12 (iii). Signs advertising the name of the builder and the name of the

institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign in the Subdivision shall be permitted, provided the same is approved by the ACC prior to installation. The ACC may promulgate sign guidelines that would regulate project and builder signage.

SECTION 5.23. Subdividing. No Lot which has been platted and approved as a final building or residential lot (whether for single-family buildings or otherwise) may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.24. Fences. No fence, wall. hedge, high planting, obstruction or other visual or privacy barrier (hereafter collectively "fence") of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design material and color thereof have been approved in writing by the ACC prior to the construction or installation. OWNERS SHOULD NOT ORDER FENCE MATERIALS PRIOR TO ACC APPROVAL. It is the intent of the Grantor to create an open, spacious and landscaped appearance throughout the Subdivision, and all decisions with respect to fences shall be governed accordingly. All fences constructed on a Lot shall be in compliance with the applicable ordinances of Utah County, Utah.

All fences constructed on a Lot shall be subject to the following restrictions:

Fences shall be constructed with noncombustible materials. No wood fences are allowed

Fences shall not project beyond the front yard setback or the principal Building (whichever distance is greater) on the Lot. No fence higher than six feet (6') shall be allowed without the prior approval of the ACC.

Wrought iron fencing along boundary lines in the side and rear yards is strongly encouraged. Side yard or rear yard fences on corner lots shall be set back from the right-of-way a minimum of 10 feet with a landscaping area within the 10 feet approved by the ACC. It is strongly encouraged that privacy between Lots be established by hedges, trees, shrubbery or other landscaping provided that the same complies with the intent of this Declaration and is approved by the ACC. Heavy foliage and fences are not allowed to interfere with the vision triangle of traffic.

All fences shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.

No fence shall interfere with the use and enjoyment of any easement reserved in this Master Declaration or shown on the recorded subdivision plat of the Property.

All fences constructed or installed on the interior of a Lot, e.g. dog runs, swimming pool, etc., which are visible from an adjoining Lot or from a street within the Subdivision shall be subject to prior approval by the ACC.

Privacy fences for pools, hot tubs, patios, etc. may be allowed if attached to house and made of materials and colors as approved by the ACC and covering not more area than 30% of the ground floor area of the house.

Chain link fencing is not a permitted fence type. Exceptions may be granted by the ACC on a case-by-case basis where (1) such fence would be limited to a small area (such as a dog run or sports court), (2) where the chain link fence is not used as a perimeter fencing method and would not be open to public view. In all events, uses of chain link fencing must receive prior approval by the ACC in writing with respect to location and color.

SECTION 5.25. Landscaping. The following provisions shall govern the landscaping of Lots within the Subdivision:

1. (a) The owner shall prepare a landscape plan and shall submit two (2) copies of the same to the ACC as provided in Article X, below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.
2. (b) A desire for an open, spacious and green growing appearance with preservation of as much view of the lake as practicable will control the decisions of the ACC. The ACC shall consider overall design features of the improvements to be constructed on the Lot in reviewing and approving or disapproving the landscape plan. It is encouraged that fire resistant plants are used in the landscape plan.
3. (c) The minimum landscaping requirements shall be as follows:
    1. (i) Innovative landscape design, including sculptured planting areas, berms or other features with screening or bordering of foundations, fences (if any), curbs and other similar elements of the improvements on the Lot.
    2. (ii) The initial landscaping shall include, as a minimum, the following: Sod or hydroseed in the front, two (2) trees of at least two inch (2") caliper in the front yard and two trees of at least two inch (2") caliper in the back yard. The owner shall seek to use fire resistant vegetation on the lot.
    3. (iii) All yards shall be irrigated with an automatic underground sprinkler system.
4. (d) All required landscaping on a Lot shall be installed within one hundred-eighty (180) days after the earlier of the following: (i) substantial completion of the Building on the Lot, or (ii) occupancy of the Building by an Occupant, with a reasonable extension for winter weather.

SECTION 5.26. Addition of ACC Rules/ACC Standards. The Grantor, or in the event of the Grantor's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Grantor, or the ACC, as the case may be, to carry out the purposes of this Declaration.

SECTION 5.27. Exemption Of Grantor. Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements with respect to Common Areas to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot

or other portion of the Property owned or controlled by the Grantor, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Grantor deems advisable in the course of Development of the Subdivision. This Master Declaration shall not limit the right of the Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights- of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by the Grantor in connection with the Development of the Subdivision, but this exemption shall not apply to a Building(s) constructed by the Grantor on a Lot owned by the Grantor.

SECTION 5.28. Leases. Any agreement for the leasing, rental or occupancy of a Lot ("lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the lease commences. Every lease shall provide or be deemed to provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the By-Laws, Supplementary Restrictions, and rules and regulations (collectively the "Governing Documents") and that any failure by the residents to comply with the terms of the foregoing documents shall be and constitute a material default under the lease.

No Owner shall be permitted to lease his/her Lot for transient, hotel, seasonal, corporate, or executive use purposes, which shall be deemed to be a lease with an initial term of less than one (1) year. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his/her entire Lot. An Owner of a Lot that is being leased must pay a $1,000.00 security deposit to the Association. The deposit is refundable, in whole or in portion, after deducting any: early lease termination (if the lessee moves out within the first 12 months, the deposit if forfeited) and assessments, fines, and/or charges. The deposit must also be delivered to the Association before the lessee can occupy the Lot being leased.

Any Owner who shall lease his/her Lot shall be responsible for assuring compliance by the lessees with the Governing Documents. Failure of an Owner to take legal action, including without limitation the institution of eviction proceedings against a lessee who is in violation of the Governing Document, within 10 days after receipt of written demand from the Association shall entitle the Association to take any and all such action including the institution of eviction proceedings for and on behalf of such Owner against said lessee. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or lessee for any eviction under this Section that is made in good faith.

Any expenses incurred by the Association pursuant to this paragraph, including attorney's fees and costs of suit, shall be repaid to it by such Owner and shall be a debt of the Owner at the time the Limited Assessment is made and is collectible as such. Other than as stated in this Section, there is no restriction on the right of any owner to lease or otherwise grant occupancy rights to a Lot.

ARTICLE VI – SPECIAL PROVISIONS FOR LAMBERT PARK

SECTION 6.01. Access of Property through Lambert Park. No homeowner shall access their property with motorized vehicles through Lambert Park.

SEWCTION 6.02. Waste. No homeowner shall discard any type of waste onto Lambert Park. Any waste discarded onto Lambert Park by a homeowner shall be the responsibility of the

Owners Association to clean up or pay any fees assessed by Alpine City for said clean up. The Owners Association can assess these fees and costs to individual Lot owners at its discretion.

ARTICLE VII – LAMBERT PARK ESTATES HOME OWNERS ASSOCIATION, INC.

SECTION 7.01. Organization of Association. The Owners Association, Inc. shall be organized by the Grantor as a Utah non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither said Articles nor said By- Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

SECTION 7.02. Members. Each Owner (including the Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association, and shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 7.03. Voting. Members shall be all Owners of Lots within the Subdivision, including Grantor, and shall be entitled to one (1) vote for each Lot owned.

SECTION 7.04. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.

SECTION 7.05. Powers of Association. The Association shall have all powers of a non- profit corporation organized under the laws of the State of Utah subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Association and the performance of other responsibilities including, but not limited to, the following:

1. (a) Assessments. The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.
2. (b) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Declaration or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof.
3. (c) Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.
4. (d) Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act, error, or omission of the Association, the Board, its officer, a manager or any other representative

or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

5. (e) Association Rules. The powers to adopt, amend, and repeal such rules and regulations (including appropriate fines for violations thereof) as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Areas and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By- Laws or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.
6. (f) Emergency Power. The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.
7. (g) Licenses. Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Property as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.

Public sewers, storm drains, water drains and pipes, water systems, sprinkling and irrigation water systems, water, heating and gas lines or pipes.

(iii) Any similar public or quasi-public improvements or facilities including but not limited to parks, pathways, streets, nature trails, recreational facilities, pools, ponds, entrances, waterways, open spaces, clubhouses, game rooms, craft and handicraft facilities, greenhouses, hobby facilities and all other common amenities pertaining to the Development, providing that the particular feature or facility has been deeded by the Grantor to the Association.

8. (h) Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.
9. (i) Fines. The Board shall have the right to levy fines against Owners and Lots for violations of the provisions of this Declaration, the By- Laws, Supplementary Restrictions, or rules and regulations. The amount of the fines shall be determined by a Board and shall be published in a Schedule of Fines. The Board shall have the right to amend the Schedule of Fines from time to time as it sees fit. Fines shall be considered an assessment against the Lot and shall be collectible as an assessment pursuant to Articles VIII and IX herein.

SECTION 7.06. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall conduct all business affairs of common interest to all Owners and perform each of the following duties:

1. (a) Identification Signs. Maintain, repair and replace all permanent entry and special identification signs for the Subdivision, whether the same is located within or without the boundaries of the Subdivision.
2. (b) Rule Making. Make, establish, promulgate, amend and repeal Association rules.
3. (c) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Declaration.
4. (d) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

SECTION 7.07. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed at the Associations annual meeting as follows:

1. (a) A pro forma operating statement (budget) for each fiscal year.
2. (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

ARTICLE VIII - ASSESSMENTS

SECTION 8.01. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges, including fines, made by the Association (collectively referred to as "Assessment").

All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment and/or fine becomes due and payable, provided, however, that all such assessments shall be junior and subordinate to the lien of a First Mortgage or First Deed of Trust encumbering the Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by abandonment of his Lot.

SECTION 8.02. Regular Assessments. Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, administration and ACC activities, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a

reserve, surplus and/or sinking fund(s), and other expenses or obligations incurred or expected as they may be required by the Association in compliance with this Declaration.

The initial annual Regular Assessment for the calendar year during which the Grantor conveys fee title to a Lot to an owner shall be the amount of:

* $10.00 per Lot per month pro-rata for vacant or platted (unimproved) Lots, conveyed from the Grantor to an individual or Builder.

* $20.00 per Lot per month, pro rata with a completed home.

SECTION 8.03. Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

1. (a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Declaration.
2. (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

SECTION 8.04. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

1. (a) Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect any other portion of the Property, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.
2. (b) Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the ACC Rules/ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Articles VIII and IX of this Amended and Restated Declaration.
3. (c) Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05. In addition to the regular assessment, every Lot with a completed home shall be assessed a monthly amount of $15.00 for emergency medical services (this will be passed on to the Lone Peak Fire District).

SECTION 8.06. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence on the date the Grantor conveys title to the Lot, or Subdivided Lots, to an Owner. If the Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Grantor, such excess amounts so paid shall constitute a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within the Subdivision; provided that unless such excess amounts so paid by the Grantor are paid pursuant to a written agreement with the Association to the contrary, the Grantor shall not be entitled to reimbursement in cash of any such Assessment credit nor shall such credit inure to an Owner purchasing a Lot from the Grantor, unless such person is the successor to substantially all of the interest of the Grantor in the Property. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot within a Subdivision in which the Grantor owns all of the Lots.

SECTION 8.07. Uniform Rate Or Assessment. Except as expressly provided to the contrary in this Declaration, Regular and Special Assessments of the Association shall be filed at a uniform rate for all Lots.

SECTION 8.08. Assessment Due Date. The due dates for Regular, Special and Limited Assessments and fines shall be the first day of the first month of the second calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.09. Interest and Penalties. Any Regular, Special or Limited Assessment, or fines levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.10. Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of such Association, a particular Owner is in default under the provisions of this Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge, nor to any architectural or structural warranty or representation.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications, and/or issuing an Estoppel Certificate, neither the Association, the Architectural Control Committee, the members thereof, nor their

administrative assignees, assumes liability or responsibility thereof, nor for any defect in any structure constructed from such plans and specifications.

The Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.11. Certificate of Compliance Upon Sale. At least fourteen (14) days prior to the sale or transfer of any Improvement or Lot, the Owner transferring such Improvement or Lot (the Seller) shall notify the Architectural Control Committee (the Committee) in writing of the proposed sale or transfer and shall request the Committee to issue a Certificate of Compliance. The Committee shall within five (5) business days of it's receipt of the request, inspect the Property and any improvements constructed erected, placed or altered in compliance with the architectural control provisions.

If the Committee finds the improvements on the Lot to be in compliance with the architectural control provisions, the Committee shall issue a Certificate of Compliance to the Seller within five (5) business days following the Committee's receipt of the written request for such certification. The purchaser or transferee of such Improvement or Lot shall be entitled to rely on this Certificate of Compliance as evidence of the non-existence of violations, except violations of which the purchaser has actual knowledge and notice at the time of acquisition of the Property.

If the Committee finds the Improvement to be in violation of the architectural control provisions, the Committee shall issue a Certificate of Non-Compliance to the owner of such Property within five (5) business days of the Committee's receipt of the written request for such certification. The Certificate of Non-Compliance shall, with particularity, describe the violation and action necessary to bring the Improvement or Lot into compliance. The seller shall then have ten (10) days or the date of the proposed sale or transfer of the Property to remedy the violation(s) and request a Certificate of Compliance from the Committee as provided herein.

If the Committee fails to issue either a Certificate of Compliance or Non-Compliance within this five (5) day period, the owner shall notify the Committee in writing of the Committee's failure to timely respond to the request for certification. The Committee shall then issue a Certificate of Compliance or Non-Compliance within two (2) business days from the Committee's receipt of such notice. If the Committee fails to issue either a Certificate of Compliance or a Certificate of Non-Compliance within the time prescribed herein, certification shall be deemed given. If an Improvement or Lot is sold or transferred without compliance with the provisions of this Section, the purchaser shall be jointly and severally responsible with the seller for the violation(s) and shall be bound by any and all remedies available to the Association and/or the Committee for the violation(s), including but not limited to, the power to impose fines to require the owner to remedy violations, or to remedy violation(s) on the Association's or the Committee's own initiative and assess the costs thereof to the seller and/or the purchaser. Notwithstanding anything to the contrary contained herein, an Estate purchaser shall be jointly and severally responsible with the seller for any violation of applicable architectural control provisions of which the purchaser has actual notice at the time of the purchase.

The Association may charge reasonable fees to cover the costs associated with the issuance of Certificates of Compliance or Non-Compliance, or reinspections to issue same.

ARTICLE IX - ENFORCEMENT OF ASSESSMENTS

SECTION 9.01. Right to Enforce. The right to collect and enforce payment of the Assessments, including fines, made by the Association (including the Assessments made and certified by a Sub-Association) is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in the Subdivision pursuant to this Declaration, together with interest thereon and all cost of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees.

Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Utah County, Utah, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law.

All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 9.03. Notice of Assessment. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Association shall prepare a written Notice of Assessment setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Association, acknowledged by a Notary Public and recorded in the office of the Utah County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04. Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Utah for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 9.05. Suspension of Voting Rights. During any period of time in which a regular, special or limited assessments remains unpaid, the Owner's voting rights shall be suspended for any meeting of the Association, including Board meetings if the delinquent Owner is a Board member.

SECTION 9.06. Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.07. Reporting. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

1. (a) The name and address of said Mortgagee;
2. (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
3. (c) The name and address of the Owner;
4. (d) The date the lien of the Mortgage was filed of record in Utah County, Utah, and the instrument number thereof;
5. (e) The maturity date of the obligation secured by said Mortgage lien;
6. (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
7. (g) The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent the sum of $25.00 as a reasonable charge for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 9.02, above. The charge for such notification shall be subject to change by the Board.

SECTION 9.08. Term of Assessment. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Master Declaration or any applicable Supplemental Declaration shall expire and be of no further force or effect after a period of five (5) years from the later of (i) the date of said Assessment, or (ii) the date the last installment thereof is due and payable. Provided that the expiration of the lien as provided herein shall not release an Owner from the personal obligation to pay any Assessment.

SECTION 9.09. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE X - ARCHITECTURAL CONTROL COMMITTEE

SECTION 10.01. Members of the Committee. The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A

member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 10.02. Appointment. So long as the Grantor owns any Lot or parcel within the Property, the Grantor shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board.

The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 10.03. Compensation. The members of the ACC may receive compensation for services rendered upon execution of an agreement with the Board relative to such compensation, and may be reimbursed for actual expenses incurred by them in the performance of their duties hereunder.

SECTION 10.04. Non-Liability. Neither the ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application.

Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Grantor or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

SECTION 10.05. Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Subdivision without the prior express written approval of the ACC.

SECTION 10.06. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC.

If a variance is granted as provided herein, no violation of this Declaration, ACC Rules/ACC Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby. The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the applicable ordinances of Utah County, Utah or any annexing municipality.

SECTION 10.07. Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, two (2) copies of each of the following (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

1. (a) Site Plan. A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.
2. (b) Building Plan. Building elevation drawings of the north, south, east and west sides, and detailed specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.
3. (c) Landscape Plan. A landscape plan for portions of the Lot to be landscaped which - shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways. Builders of more than one home may submit prototypical plans for ACC approval - such plans to be approved and installed to meet Section 5 of this Declaration.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

SECTION 10.08. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within thirty (30) days after the receipt of a properly submitted and complete application. The decision of the ACC can be in the form of an approval, a conditional approval or denial.

The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working

drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 10.09. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the ACC Rules/ACC Standards or the approved plans and specifications.

Each owner or builder shall instruct their respective workers and employees to follow construction only per ACC approved plans. Any modifications or deviations from approved plans must be reapproved by the ACC prior to installation.

The ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Master Declaration or any applicable ACC Rules/ACC Standards. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a substantive deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

1. (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
2. (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no substantive deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant. Notwithstanding any other remedy available to the ACC or the Board, the Board may levy fines for deviations or violations of the ACC Rules/ACC Standards of the Association.

SECTION 10.10. Hearing. An Owner submitting an application under Section 10.07, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (1 0) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members.

A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultants) to advise the ACC and legal fees, such

costs shall be paid by the Complainant unless an Owner is found to be in violation in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.12, below.

Section 10.11. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 10.10, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant, or their authorized representatives, have participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal. At the hearing the Owner, Complainant, if any, and the ACC, together with their representatives and other witnesses, shall present their position to the Board.

The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any, and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the ACC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be

paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.12, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 10.12. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to levy a fine, commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Declaration, the ACC Rules/ACC Standards or the approved plans and specifications.

The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.

The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, the Board may elect to require that all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion.

The failure of the Owner to pay said assessments or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

SECTION 10.13. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same a provided in Article IX, above.

SECTION 10.14. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 10.12 and 10.13, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessments, proceed to collect any amount due directly from the Owner, levy fines against the Owner, and/or pursue any other remedies available at law or in equity.

SECTION 10.15. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefited thereby.

ARTICLE XI - MISCELLANEOUS

SECTION 11.01. Term. This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2035, unless amended as hereafter provided. After December 31, 2035, said covenants, conditions, restrictions and easements shall be automatically extended for successive period often (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourth (3/4) of the Lots covered by this Declaration and such written instrument is recorded with the Utah County Recorder.

SECTION 11.02. Amendment. This Declaration may be amended as follows:

1. (a) By Grantor. Until title to a Lot within the Subdivision is conveyed by the Grantor to an Owner, this Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or termination.
2. (b) By Owner(s). Except where a greater percentage is required by an express provision in this Declaration, the provisions of this Declaration, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of 66% (2/3 rds) of the votes, and such amendment shall be effective upon its recordation with the Utah County Recorder.

SECTION 11.03. Sewer and Water Covenants. The following covenants shall run with each Lot and any Common Area affected thereby and shall be binding upon each Owner of a Lot and all occupants of any Improvements constructed on a Lot:

1. (a) No Lot may be used or occupied for any allowed use unless the same is connected to the public water and sewerage collection system constructed and installed within the Property.
2. (b) All water and sewer hook-up fees payable to the municipality having jurisdiction and control over the Lot shall be paid at the time of construction of the Improvements thereon and the connection thereof to the public water and sewerage collection system, said water and sewer hook-up fees to be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.
3. (c) A monthly water and sewerage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public water and sewage collection system in accordance with the ordinances and regulations of said municipal entity.
4. (d) All water and sewer service lines connected to the water and sewerage collection system constructed and installed by the Grantor in the Property shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the water and sewerage collection system.

5. (e) The Grantor shall provide access, satisfactory to the governmental entity having jurisdiction thereof, for sewer cleaning equipment to all water and sanitary sewer manholes located outside of public right-of-way.

(f) The Grantor and each Owner of a Lot hereby authorizes the governmental entity having jurisdiction thereof, or its designee, to bring any action it deems necessary or required for the collection of any fees or charges due said entity for sewer service connected or monthly water and sewer charges and/or to otherwise enforce any of the obligations respecting the connection to the public water and sewerage collection system or use thereof as provided in this Section.

SECTION 11.04. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 11.05. Non-Waiver. The failure of the Grantor, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in fall force and effect.

SECTION 11.06. Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration and agrees to be bound by the same.

SECTION 11.07. Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Grantor during the initial period of operation of the Association or prior thereto during the period the Grantor is exercising the powers of the Association.

SECTION 11.08. Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall 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 same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 11.09. Interpretation. The provisions of this Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives set forth in Article IV,

above, and shall be construed and governed by the laws of the State of Utah. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 11.10. Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF the Association, having received the necessary votes, does hereby adopted this Declaration.

GRANTORS:

Patterson Construction, Inc.

BY: _____
James Patterson, President

_____
Vincent L. Hansen

_____
Maria Hansen

Meadowbrook Properties Limited Partnership
BY: Meadowbrook Property Management, LLC
ITS: General Partner

BY: _____
Wayne Patterson, Manager

LAMBERT PARK ESTATES HOME OWNERS ASSOCIATION, INC.

BY: _____
Ross Welch, President / Board Member

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 25th day of May, in the year of 2017, before me personally appeared Ross Welch, President of said Association and acknowledged to me that he executed the same in said Association's name having received the necessary votes to effectuate these amendments.

_____
Notary Public

DAVE COTTLE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 681115
COMM. EXP. 01-05-2019

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 26th day of May, in the year of 2017, before me personally appeared James Patterson, President of Patterson Construction, Inc., who acknowledged to me that he executed the same in his respective capacity, in accordance with the governing documents of said organization.

_____
Notary Public

DAVE COTTLE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 681115
COMM. EXP. 01-05-2019

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 25th day of May, in the year of 2017, personally appeared before me Vincent L. Hansen, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Notary Public

DAVE COTTLE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 681115
COMM. EXP. 01-05-2019

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 25th day of May, in the year of 2017, personally appeared before me Maria Hansen, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Notary Public

DAVE COTTLE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 681115
COMM. EXP. 01-05-2019

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 25th day of May, in the year of 2017, before me personally appeared Wayne Patterson, Manager of Meadowbrook Property Management, LLC, a Utah limited liability company, proven to me to be the General Partner of Meadowbrook Properties Limited Partnership, that executed the within instrument and acknowledged that said limited liability company executed the same as the General Partner of Meadowbrook Properties Limited Partnership.

Notary Public

DAVE COTTLE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 681115
COMM. EXP. 01-05-2019

EXHIBIT A
See attached legal description

Lots 1 through 59, Plat "A", Box Elder South Residential Subdivision, Alpine, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.