

SILVER WILLOW PUD- FINAL PLAT
~100 NORTH 675 WEST
JANUARY 7, 2010

ZONING- R-2 Allows PUD

UTILITIES- The utilities will be built to city standards with the city taking over maintenance and operation of utilities. Water shares will be issued to the city by the developer before construction begins.

CURB, GUTTER, AND SIDEWALKS- Curb & gutter will be installed on all streets with sidewalks running in front of all houses. A sidewalk will also run through the park. .

ROADS- All roads are proposed at a width of 34 feet in the retirement community. The developer will also extend 675 west for lot #23.

PARKING- 10 extra stalls will be added to park area. Each home will have a double garage and matching driveway.

STORM WATER- Park area to be used as a detention pond built according to calculations that have been approved by the city engineer.

LANDSCAPPING- As indicated in detail sheet. Two trees minimum per lot, dogwood shrubs, and lawns planted (including park area). Lots 23, 24, & 25, must meet City Code landscaping requirements.

BUILDINGS- The house exteriors will be stone, brick and stucco. (See elevations)

HOA & CC&R's- Same as where approved at with the Preliminary Plat.

NOTES- This PUD includes three single family dwellings along 675 west that will not be part of the retirement community. These single family dwellings will also be required to use stone, brick and stucco on the exterior. The Developer has compensated Craig Poppleton for any improvements needed for the BLM ditch piping. Craig will continue to work with the BLM and other property owners to coordinate the piping in the future. The construction drawings, final plat, and bond estimates have been reviewed and approved by the City Engineer.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SILVER WILLOW RETIREMENT COMMUNITY P.U.D.

This Declaration made this _____ day of _____, 2009 by Co-ax Enterprises, Inc., Developer - owner, of the properties containing Retirement Homes, hereinafter collectively referred to as "Declarant".

WITNESSETH:

Now therefore, Declarant is owners of real property described in Article II hereof and desires to create thereon (22) single family retirement homes, "Units or Lots" #1 through #22 (excluding Lots 23-25) on the property and whereas Declarant desires to provide for the preservation of the values and amenities of said Association for the benefit of the home owners thereof and for the maintenance and care of the ____ South road including snow removal, and the lawns thereon, and desires to subject the real property described in Article II, hereof to the covenants and restrictions set forth hereinafter for the benefit of said property and each owner thereof;

Now therefore, Declarant has deemed it desirable for the PRESERVATION of the values and amenities of said Association to create "The SILVER WILLOW RETIREMENT COMMUNITY ASSOCIATION, INC." (the Association) for the purpose of maintaining and enforcing the covenants and restrictions as specified herein;

Now therefore, the Declarant declares that the real property, hereinafter described in Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, liens and easements, hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following terms used in this Declaration shall have the following meanings:

- a. "Assessment" shall mean any charge imposed by the association, including common expenses on or against a unit owner pursuant to the provisions of the declaration, and bylaws.
- b. "Association" shall mean and refer to The SILVER WILLOW RETIREMENT COMMUNITY ASSOCIATION, Inc. that is made up of all the unit owners acting as a group in accordance with the declaration and bylaws.
- c. "Common areas" shall mean and refer to the land included within the retirement project as shown on any recorded map of the subject property of the Declaration, whether leasehold or in fee simple. Said common areas are controlled and maintained by the Association.
- d. "Convertible land" shall mean a building site that is a portion of the common areas and facilities, described by metes and bounds, within which additional units or limited common areas and facilities may be created.
- e. "Declarant" shall mean all persons who execute the declaration or on whose behalf the declaration is executed.
- f. "Declaration" shall mean this document by which the property described in Article II is submitted to the provisions of these Covenants, Conditions and Restrictions, and as it from time to time may be lawfully amended.
- g. "Expandable P.U.D." shall mean a P.U.D. project to which additional land or an interest in it may be added in accordance with the declaration.
- h. "Limited Common areas and facilities" shall mean those common areas and facilities designated in the declaration and shown on the plat as reserved for use of a certain unit or units to the exclusion of the other units. (i.e.. driveways and yard areas) The Limited Common areas remain the property of the Unit owners but are maintained by the Association. All property outside the actual home structure (foot print) but within each individual lot, becomes Limited Common area, as is shown on the recorded plat.
- i. "Majority" or "majority of the unit owners" shall mean the owners of more than 50% in the aggregate in interest of the undivided ownership of the common areas and facilities.
- j. "Management committee" shall mean the committee charged with and having the responsibility and authority to make and to enforce all of the reasonable rules covering the operation and maintenance of the property.

k. "Manager" shall mean and refer to the person, persons, corporation, entity or institution selected by the Management Committee to provide services for the project, who shall be subject to the control of the Management committee.

l. "Mortgagee" shall mean and refer to any person names as the mortgagee or beneficiary of any mortgage under which the interest of and Unit Owner is encumbered.

m. "Par Value" shall mean a number of dollars or points assigned to each unit by the declaration.

n. "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

o. "PUD" shall mean Planned Unit Development

p. "PUD plat" shall mean a plat or plats of survey of land and units prepared in accordance with Ordinances of Hyrum City.

q. "PUD project" shall mean a real estate PUD project, a plan or project whereby two or more units are offered or proposed to be offered for sale.

r. "PUD unit" shall mean a housing unit together with the undivided interest in the common areas and facilities appertaining to that unit.

s. "Property" shall mean the land, whether leasehold or in fee simple, the building, if any, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for the use in connection therewith.

t. "Record", "recording", "recorded", and "recorder" shall have the meaning stated in the Condominium Act, Title 57, Chapter 3, Recording of Documents.

u. "Retirement" shall mean and refer to an age restriction of fifty-five (55) years of age of one member of the household.

v. "Retirement single family" shall mean and refer to the owner or occupant of a Unit that is identified and intended to be used for retirement single family.

w. "Size" shall mean the number of cubic feet, or the number of square feet of ground or floor space, within each unit as computed by reference to the record of survey map and rounded off to a whole number.

x. "Unit" or "Lot" shall mean and refer to each separate lot, as identified by the unit or lot number on the plat or property, intended for any type of independent use and occupancy as or for a residence. The terms "Unit" and "Lot" may be used interchangeably in this document.

y. "Unit number" shall mean the number, letter, or combination of numbers and letters designating the unit in the record of survey map.

z. "Unit owner" shall mean and refer to the person or persons owning a unit or units in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in this declaration. The term unit owner shall not refer to any mortgagee as herein defined unless such mortgagee has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

(see attached Exhibit 'A')

ARTICLE III

PROPERTY RIGHTS

Section 1. UNIT OWNER'S EASEMENTS OF USE. Every unit owner shall have right and easement of equal use to the Common Areas that shall be appurtenant to and shall pass with the title to every living unit. The Limited Common Area, as shown as lots on the property plat, shall be for the use of specific unit owners who have direct access to the property as shown on the plat.

Section 2. OWNERSHIP AND POSSESSION RIGHTS. Each unit owner shall be entitled to the exclusive ownership and possession of his unit and the Limited Common Area of his lot.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee simple or undivided fee simple interest in any unit which is the subject of this Declaration shall be a member of the Association, provided however that any such persons or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS. The Association shall have one class of voting memberships which shall be made up of all Unit owners, including the Declarant, and shall be entitled to one vote for each unit owned, whether or not there exists a PUD unit on the property.

Section 3. BOARD OF DIRECTORS. A board of directors, made up of three of the Unit owners, shall be established for the purpose of directing the affairs of the Association. All decisions will be based on a majority vote.

a. COMPOSITION OF BOARD OF DIRECTORS. The Board shall be composed of three (3) members. At the first regular owners meeting two (2) Committee members shall be elected for two-year terms and one member for a one-year term. At each annual owners meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a two year term. Only unit owners and agents of owners other than individuals shall be eligible for Committee membership. At the annual meeting the percentage of undivided ownership interest appurtenant to a unit may be voted in favor of as many candidates for committee membership as there are seats on the committee to be filled. Notwithstanding the foregoing limitations, until the first annual meeting of the owners the Declarant shall hold all offices and all seats on the owners Committee and may act as the Manager of the project. In the event a Committee seat becomes vacant for any cause the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. A member shall serve on the Committee until his successor is elected and qualifies. Members of the Committee shall not receive a salary for serving on the Committee but shall not be precluded from serving the Development in another capacity and receiving compensation therefore.

b. COMMITTEE OFFICERS AND AGENTS. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent or employee may at any time be removed with or without cause by the vote of majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

(1) President. The President shall be the chief executive of the Development and of the Management Committee and shall exercise general supervision over the property and affairs of the project. He or she shall sign in behalf of the project all conveyances, mortgages and contractors or material importance to his business, and shall do and perform all acts and things that the Management Committee may require of him or her. He or she shall receive no compensation for services as president of the project or for acting in that capacity. The President shall be invited to attend meetings of each special committee, and shall be in each case, where he or she may desire such status, an ex officio member of each committee.

(2) Vice President. In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. He or she shall perform such other duties as the Management Committee may direct. The Vice President shall receive no compensation for services in such capacity.

(3) Secretary. The Secretary shall keep the minutes of meetings of the Committee and of the Unit Owners, and such books and records as any resolution of the Management Committee may require him or her to keep. He or she shall be the custodian of the records of the development, as are normally kept by a secretary. He or she shall perform such other services as the Management Committee may direct, but shall receive no compensation for services in such capacity. An Assistant Secretary may be elected who shall in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

(4) Treasurer. The Treasurer shall have the custody and control of the funds available to the project, subject to the direction of the Management Committee. He or she shall, when requested by the President, report the state of finances of the Project at each Annual Meeting of the unit owners and at any meeting of the Management Committee as required, but shall receive no compensation for services in such capacity. The office of Vice President and Treasurer or Secretary and Treasurer may be held by the same person. The Treasurer and one other member of the Management Committee must sign all checks.

c. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual owners meeting. Other regular meetings shall be held at regular intervals at such time and place as the Committee may provide. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two (2) members of the Committee. Either oral or written notice of special meetings shall, unless a waiver of such notice is signed by all members, be given to each Committee member at least twenty-four (24) hours before the time fixed for the meeting. Any meeting attended by all Committee members shall be valid for all purposes. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all members then in office.

d. Manager. The Committee may carry out through a project manager any of its functions that are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for serving the project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required of or permitted to be performed by the Management Committee itself. The Manager may be paid a reasonable compensation for services rendered.

e. Owners Meetings. The regular meeting of the Unit Owners shall be held at 7:00 p.m. on the 2nd Thursday, in January 2010, and on the 2nd Thursday, in January, of each succeeding year. The place of meeting shall be at a location in Cache County, State of Utah, specified in the notice of meeting. At least ten (10) but not more than thirty (30) days before the date of the regular meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an owner, at the latest address for such persons appearing, in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose of the meeting.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENT.

The Declarant, for each Unit owned within the subject property, hereby covenants, and each Unit owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Unit owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Areas and Limited Common Areas including the yard lawn care, snow removal from the 60 South Street road including driveways, the infrastructure, not under City control, of the subject property, all subject utilities and insurance on the common property and any common facilities.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, 2010, the maximum annual assessment shall be Seven Hundred Eighty Dollars (\$780.00) per living unit, prorated through 2010, payable at \$65.00 monthly.

a. From and after January 1, 2010, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without the vote of the membership.

b. From and after January 1, 2010, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the voting members, at a meeting duly called for this purpose.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL REPAIRS & IMPROVEMENTS. In addition to the annual assessments authorized above, the Association shall levy an assessment of \$800.00 at the closing of each unit purchased on the property within the Association and thereafter may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common area and other areas of responsibility of the Association within each of the units therein, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Association.

Section 5. NOTICE OF ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. A required vote of two-thirds (2/3) will be required to authorize any work as described above.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Units within the Association and may be collected on a monthly basis.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the unit. The first annual assessment shall be prorated according to the number of months remaining in the calendar year.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fourteen percent (14 %) per annum. The Association may bring an action at law against the Unit owner personally obligated to pay the same, or foreclose the lien against the property. No Unit owner may waive or otherwise escape liability for the assessments provide for herein by non-use of the assessed areas.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale for transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure of any proceeding in lieu, thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale of transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. Unit owners agree that they have waived and will not claim any homestead exemption if proceedings supplementary to obtaining judgment are required to collect said amounts.

Section 10. PAYMENT FOR MANAGEMENT OF ASSOCIATION. Committee members shall be reimbursed for all expenses (materials and postage) reasonably incurred in connections with committee business.

Section 11. INSURANCE. The Management Committee may secure and at all times maintain as a commons expense the following insurance coverage:

1. A policy or policies insuring the Committee, the Manager, the Unit Owners against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the

public, or to any invitees or tenants of the Development or of the Unit Owners.

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Limits of liability under such insurance shall be not less than \$500,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any on accident, and \$20,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured's as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

- a. In addition to the insurance described above, the Committee may secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with PUD projects similar to the construction, nature and use of this project.
- b. All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.
- c. The Committee shall have the authority to adjust losses.
- d. Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.
- e. Each policy of insurance obtained by the Committee shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their invitees; that it cannot be canceled, suspended, or invalidated due to the conduct of the Manager or of any member, officer, or employee of the Committee without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.
- f. Living Units Not Insured by Association. The Committee shall have no duty or responsibility to procure or maintain any fire, liability, extend coverage or other insurance covering any Living Unit and acts and events thereon. Accordingly, each Owner shall secure and keep in force at all times fire and extended coverage insurance which shall be at least equal to that commonly required by private institutional mortgage investors in the area in which the Mortgaged premises are located. The policy shall provide, as a minimum, fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The amount of coverage shall be sufficient so that in the event of any damage or loss to the mortgaged premise of a type covered by the insurance, the insurance proceeds shall provide at least the lesser of (a) compensation equal to the full amount of the damage or loss, or (b) compensation to the first Mortgagee under the Mortgage equal to the unpaid principal balance of the Mortgage Loan. However, the Committee may choose to obtain a master policy of insurance. If the Committee elects so to do, such policy shall be in an amount equal to full replacement value of all Living Units on the Lots with a co-insurance clause and each Owner of such Lots shall be designated as additional insured. The costs of such insurance shall be part of the Common Expense Assessment for such Lot.

ARTICLE VI

OBLIGATIONS AND LIMITATION OF UNIT OWNER

Section 1. UNIT OWNER'S OBLIGATION TO REPAIR. The entire unit (interior and exterior), personal shrubs, flowers and gardens on the property are the Unit owners obligation and each Unit owner shall, at Owner's expense, keep the units, its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition.

Section 2. LANDSCAPING. The owner of each living unit shall be responsible for providing and maintaining any personal landscaping around his unit, including any personal flowers, shrubs, trees, gardening and apparatus in the property outside the units. The association will maintain all common trees and shrubs and mow, trim, and remove the clippings and leaves from the lawn within the common and limited common areas, which are accessible.

Section 3. EXTERIOR FINISHES. The exterior wall finishes on every unit in the PUD, including lots 23 – 25,

shall have solid surface materials made up of a combination of rock or brick with stucco in the fronts and stucco on the remaining exterior walls.

Section 3. LIMITATIONS OF USE OF UNITS. The units shall be occupied and used as follows:

a. No unit owner shall occupy or use his unit or permit the same or any part thereof to be occupied for any purpose other than as a private retirement residences for the Unit owner and the Unit owner's family or the Unit owners tenants and the family or guests of such tenants. This shall be in accordance with the standards and conditions as outlined in Hyrum City ordinances. One resident of each living unit must be a senior citizen age fifty-five (55) or older. No more than two (2) persons may occupy each living unit unless all such persons are a family and are related by blood, marriage, or adoption, and then no more than four (4) such persons may occupy each living unit. Of those who are so related, no more than two (2) of those persons may be children of one or both of the other said persons. A person shall be deemed a resident for purposes of this section upon residing within the development for a period of fourteen (14) days in any thirty (30) day period. Renters are considered to be residents and are subject to these restrictions except that no more than two (2) renters shall occupy at one time.

b. Unit owner shall maintain fire and casualty insurance upon the unit in an amount equal to on hundred percent (100%) of its fair market value. Liability insurance shall also be maintained naming the Association as an additional insured party.

c. No sign of any kind shall be displayed to the public view on or from any unit without prior consent of the board of directors of the Association. This does not include signs to sell the unit.

d. No animals, livestock, or poultry of any kind shall be raised, bred or kept in or about any units, and shall be subject to the rules and regulations adopted by the Association. Household pets are allowed in accordance with city ordinances.

e. No noxious or offensive trade, business or activity shall be carried on in any unit nor shall anything be done which may be or become an annoyance or nuisance to other unit owners.

f. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time except as may be needed for construction purposes by the Declarant, except as otherwise provided herein. No trailer, boat, truck larger than 3/4 ton, or similar equipment shall be permitted to be parked on the development unless written approval is given by the Board. Small boats and camp trailers or motor homes may be parked in the garage of its owner. No motor vehicle whatsoever may be parked on the development except on designated parking pads. The Road is a fire lane and must be kept clear and free of cars, and other objects, at all times and therefore any vehicles parked which cause an obstruction of the road will be subject to being towed away at the owners expense.

h. Additional parking in the walking area is for owner's guests and visitors only. It is not to be used by owners or residents of any unit and any such vehicles will be subject to being towed away at the owners expense.

ARTICLE VII

GENERAL PROVISIONS

Section 1. DURATION AND AMENDMENT. The covenants and restrictions of this Declaration shall run with the land and inure to the benefit of, and the enforceable by, the Association or any Unit owner of the land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded with the office of the Cache County Recorder.

Thereafter, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two thirds (2/3) of the living

unit owners. Any amendment must be recorded.

Section 2. NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

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Section 3. ENFORCEMENT. The Association, or any unit owner, shall have the right to enforce these covenants, conditions and restrictions. Enforcement of the covenants and restrictions contained in this Declaration shall be made by any proceeding at law or inequity against any person or persons violating or attempting to violate any covenant or restriction specified herein, either to restrain violation or reoccur damages, and against the unit to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any person in default of the terms of this Declaration or otherwise violating the provisions of this Declaration shall pay in addition to all proven damages, all costs incurred in the enforcement's of these provisions including any reasonable attorney's fee.

Section 4. SEVERABILITY. Invalidation of any one provision of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. EXPANDABLE PUD PROJECT. Not used.

Section 6. CONSTRUCTION REQUIREMENTS. All requirements for the construction of each of the units within the Association shall be under the rules and requirements of Co-Ax Enterprises, Inc. The new units shall be wood framed construction, slab on grade, with brick, rock and stucco exterior finishes having asphalt shingle roofing and aluminum soffit, fascia and gutter. All unit designs must be accepted by Co-Ax Enterprises, Inc. before construction will begin.

Section 7. EASEMENTS AND UTILITY RIGHT-OF-WAYS. For the purpose of allowing adequate easement for utilities, including but not limited to power, natural gas, telephone, cable, water, sewer and irrigation, the placement in common areas shall be allowed in an organized and coordinated manner. The right of the utility companies to enter the property to repair or extend said utilities shall be allowed.

Section 8. SERVICE OF PROCESS. Until changed in the future, the name and address of the person to receive service of process on behalf of the Association is Reed A Elder or Ty Jaynes, 3765 N Hwy 91, Hyde Park, Utah 84318.

Dated the day and year first written.

Co-Ax Enterprises, Inc.

By: _____
Reed A Elder, President

STATE OF UTAH)
 :ss.
County of Cache)

On this ____ day of _____, 200__, personally appeared before me Reed A Elder, President of Co-Ax Enterprises, Inc., who duly acknowledged to me that they are the authorized Declarant, duly

authorized and empowered to execute the foregoing document.

NOTARY PUBLIC

Commission Exp. _____