

Recorded at Request of:
Black Boulder Mesa Properties, LLC

After Recording Mail to:
Curtis Oberhansly
PO Box 1442
Boulder, UT 84716

Record Against the Property:
Described in Exhibit 1

Ent 273393 Bk 517 Pg 419
Date: 12-JUL-2018 2:47:26PM
Fee: \$301.00 Check Filed By: CT
LES BARKER, Recorder
GARFIELD COUNTY CORPORATION
For: BLACK BOULDER MESA PROPERTIES

**FIRST AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE BLACK BOULDER MESA**

A PLANNED RESIDENTIAL COMMUNITY
IN
THE GARFIELD COUNTY
STATE OF UTAH

WITNESSETH

This First Amended and Restated Declaration is made as of the date herein set forth by Black Boulder Mesa Properties, LLC, a Utah Limited Liability Company (the "Declarant") with an address at 250 N. Ponderosa Trail, P.O. Box 1442, Boulder, Utah 84716.

RECITALS

(A) The undersigned, Black Boulder Mesa Properties, LLC, (f.k.a. Black Boulder Mesa, LLC) together with its successors and assigns, is the Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Residential Development Standards that were recorded October 23, 1997 as Entry No. 217211, in Book 336, at Pages 544-613, in the records of the Garfield County Recorder (as amended from time to time) (hereafter "Original Declaration");

(B) The Original Declaration was amended as follows: the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded January 8, 1998, as Entry No. 271631, in Book 337, at Pages 663-664, in the records of the Garfield County

Recorder; the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded May 4, 1998, as Entry No.218326, in Book 339, at Pages 638-643, in the records of the Garfield County Recorder; the Third Amendment to Declaration of Covenants, Conditions and Restrictions recorded May 11, 2000, as Entry No.223068, in Book 353, at Pages 112-116, in the records of the Garfield County Recorder; the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions was recorded March 18, 2005, as Entry No.234850, in Book 391, at Page 310-312, in the records of the Garfield County Recorder; and the First Amendment to the Residential Development Standards recorded March 18, 2005, as Entry No.234851, in Book 391, at Page 313, in the records of the Garfield County Recorder;

(C) Declarant was, on the date of the Original Declaration, the fee Owner of that certain real property situated in Garfield County, State of Utah, described in Exhibit A to the Original Declaration, which real property was subjected to the Original Declaration. The Declarant's members, Curtis Oberhansly and Mark Austin, were the owners, as tenants in common, of certain real property situated in Garfield County, State of Utah, described in the Exhibit C to the Original Declaration, which real property was referred to as Additional Lands in Article XV of the Original Declaration Such Additional Lands to be subjected to the Declaration in accordance with Article XV thereof and hereof. The Additional Lands currently subjected to the Declaration are described in Recital H, below, and the Declarant continues to reserve the right, but not the obligation, to subject the remainder of the Additional Lands to this Declaration;

(D) Declarant incorporated the Black Boulder Mesa Property Owners Association, Inc., a Utah nonprofit corporation, on October 23, 1997 (the "Association"), to provide for the efficient management of the Property, and have the powers of managing, maintaining, and administering the Common Roadway Easement within the Property, enforcing the Declaration, and performing such other acts as are herein provided or which generally benefit the Owners and the Property;

(E) Declarant desires to continue to develop the remaining Additional Lands in a manner consistent with the conservation goals and the covenants stated below, and with a maximum allowable density of one single family dwelling for each approximated ten (10) acre parcel of land, either by aliquot description, or by metes and bounds, averaging ten (10) acres per parcel, some more and some slightly less, when aggregated over several lots in any area of the development;

(F) Declarant intends that the Owners, Occupants, Lenders, and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to: (i) this Amended and Restated Declaration, which is recorded in furtherance of continuing the general plan for the division, improvement, and development of the Property; (ii) the Association rules for the use, occupancy, management, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and the quality of life therein; and (iii) all other governing documents of the Association;

(G) Section 15.01 of the Declaration reserves to Declarant the right to expand the Property subject to the Declaration by the annexation of some or all of the Additional Land which was described in Exhibit C to the Original Declaration, which is hereby incorporated by reference into this Amended and Restated Declaration. Moreover, additional property from the original purchases by the Declarant or its members between 1996 and 2000, is herein described on the Amended Exhibit 2, Additional Lands, attached hereto and incorporated by reference into this Amended and Restated Declaration;

(H) In addition to the Property subjected to the Original Declaration on October 23, 1997 as shown on Exhibit A thereto, the following Additional Lands from Exhibit C of the Original Declaration, and from Exhibit 2 to this Amended and Restated Declaration, have been annexed, added to the Property and subjected to this Declaration by way of Supplemental Declaration:

1. Additional Land has been previously annexed pursuant to the Supplemental Declaration recorded June 29, 1999, as Entry No.221006, in Book 347, at Pages 478-483, of records of the Garfield County Recorder.
2. Additional Land has been previously annexed pursuant to the Second Supplemental Declaration recorded May 11, 2000, as Entry No.223067, in Book 353, at Pages 108-111, of records of the Garfield County Recorder.
3. Additional Land has been previously annexed pursuant to the Third Supplemental Declaration recorded October 30, 2000, as Entry No.224177, in Book 356, at Pages 196-199, of records of the Garfield County Recorder.
4. Additional Land has been previously annexed pursuant to the Fourth Supplemental Declaration recorded May 8, 2001, as Entry No.225251, in Book 359, at Pages 331-334, of records of the Garfield County Recorder.
5. Additional Land has been previously annexed pursuant to the Fifth Supplemental Declaration recorded April 9, 2002, as Entry No.227303, in Book 366, at Pages 148-151, of records of the Garfield County Recorder;
6. Additional Land has been previously annexed pursuant to the Sixth Supplemental Declaration recorded March 5, 2004, as Entry No.232064, in Book 0382, at Pages 661-666, of records of the Garfield County Recorder.
7. Additional Land has been previously annexed pursuant to the Seventh Supplemental Declaration recorded August 30, 2004, as Entry No.233381, in Book 0387, at Pages 190-195, of records of the Garfield County Recorder.
8. Additional Land has been previously annexed pursuant to the Eighth Supplemental Declaration recorded October 26, 2004, as Entry No.233782, in Book 0388, at Pages 326-329, in the records of the Garfield County Recorder.
9. Additional Land has been previously annexed pursuant to the Ninth Supplemental Declaration recorded November 16, 2004, as Entry No.233941, in Book 388, at Page 852-855, in the records of the Garfield County Recorder.

10. Additional Land has been previously annexed pursuant to the Tenth Supplemental Declaration recorded June 7, 2006, as Entry No.238985, in Book 403, at Page 8-11, in the records of the Garfield County Recorder.

11. Additional Land has been previously annexed pursuant to the Eleventh Supplemental Declaration recorded June 1, 2007, as Entry No.244881, in Book 415, at Page 468-471, in the records of the Garfield County Recorder.

12. Additional Land has been previously annexed pursuant to the Twelfth Supplemental Declaration recorded February 15, 2008, as Entry No.250235, in Book 426, at Pages 678-682, in the records of the Garfield County Recorder.

13. Additional Land has been previously annexed pursuant to the Thirteenth Supplemental Declaration recorded May 28, 2008, as Entry No.251663, in Book 431, at Pages 752-758.

14. Additional Land has been previously annexed pursuant to the Fourteenth Supplemental Declaration recorded June 10, 2009, as Entry No.254845, in Book 442, at Pages 281-300, in the records of the Garfield County Recorder.

15. Additional Land has been previously annexed pursuant to the Fifteenth Supplemental Declaration recorded November 10, 2015, as Entry No.267898, in Book 492, at Pages 802-807, in the records of the Garfield County Recorder.

16. Additional Land has been previously annexed pursuant to the Sixteenth Supplemental Declaration recorded December 1, 2015, as Entry No.267959, in Book 493, at Pages 120-125, in the records of the Garfield County Recorder.

17. Additional Land has been previously annexed pursuant to the Seventeenth Supplemental Declaration recorded August 24, 2016, as Entry No.269255, in Book 498, at Pages 841-846, in the records of the Garfield County Recorder.

18. Additional Land has been previously annexed pursuant to the Eighteenth Supplemental Declaration recorded August 4, 2017, as Entry No. 271406, in Book 508, at Pages 56 to 61, in the records of the Garfield County Recorder.

19. Additional Land has been previously annexed pursuant to the Nineteenth Supplemental Declaration recorded October 6, 2017, as Entry No. 271853, in Book 510, at Pages 0551-0566, in the records of the Garfield County Recorder.

20. Additional Land has been previously annexed pursuant to the Twentieth Supplemental Declaration recorded October 6, 2017, as Entry No. 271858, in Book 510, at Pages 0583-0589, in the records of the Garfield County Recorder.

21. Additional Land has been previously annexed pursuant to the Twenty First Supplemental Declaration recorded December 6, 2017, as Entry No. 272186, in Book 511, at Pages 0903-0908, in the records of the Garfield County Recorder.

22. Additional Land has been previously annexed pursuant to the Twenty Second Supplemental Declaration recorded December 6, 2017, as Entry No. 272194, in Book 512, at Pages 0017-0026, in the records of the Garfield County Recorder.

(I) Section 14.01 of the Declaration authorizes the Declarant to unilaterally amend the Declaration until the Transition Date (as defined in Section 4.03 of the Declaration, as amended) in any manner and for any reason Declarant shall determine to be reasonable and necessary in the exercise of Declarant's discretion;

(J) The Transition Date has not yet occurred; and

(K) Declarant desires to Amend and Restate the Original Declaration for the benefit of the Property, which Amendment and Restatement shall run with and be a burden upon the Property.

(L) The Community Association Act, Utah Code §57-8a-101, et. seq. (the "Act"), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities and restrictions of that section.

DECLARATION:

NOW, THEREFORE, pursuant to the authority granted in the Original Declaration, as amended, the Declaration is hereby amended and restated as follows: Original Declaration, and all amendments and supplements thereto, are hereby amended and are substituted for, in their entirety, by this Amended and Restated Declaration. The Declarant herein, and for the purposes above set forth, declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied, and used subject to the Declaration hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title, or interest in or to the Property, or any part thereof. These provisions are imposed upon the Declarant (except to the extent specifically limited or exempted in application to Declarant), the Owners, and the Association and are for the benefit of all Lots, and shall bind the Owners and the Association. These provisions shall be a burden upon and a benefit to not only the original Owner of each Lot and the Association but also to their successors, assigns and tenants. All Restrictions are intended to be, and are declared to be, covenants running with the land as well as equitable servitudes upon the land. It is the intention of the Declarant to impose upon the property restrictions, mutually beneficial to the Declarant and the present and future Owners of the Property, all of which are agreed to

be in furtherance of a plan for the improvement and sale of Lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The foregoing Recitals shall be treated as covenants and not as mere recitals.

I - DEFINITIONS

As used herein, unless the context otherwise requires, the terms below shall have the meaning assigned to them and the definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply.

Section 1.01. "Additional Land" or "Additional Lands" shall mean that real property described in Exhibit 2, hereto, and/or were part and parcel of the original purchases of properties for the development of the Black Boulder Mesa by the Declarant or its members, Mark M. Austin and Curtis K. Oberhansly, between 1996 and 2000 as reflected in the records of the Garfield County Recorder's Office, which may be annexed into the Property and subjected to this Declaration under the terms of Article XV hereof.

Section 1.02. "Architectural Control Committee" (the "Architectural Committee" or "ACC") shall mean the Committee designated by the Board of the Association (or Declarant) as provided for in ARTICLE VIII of this Declaration.

Section 1.03. "Articles" shall mean the Articles of Incorporation by which the Association is formed under the nonprofit corporation laws of the State of Utah, and any amendments thereto.

Section 1.04. "Assessments" shall mean the charges against Owners to defray the Common Expenses as well as miscellaneous special Assessments, special Assessments for capital improvements, and special Assessments for the purpose of restoring, maintaining and reconstructing those portions of the Property to be maintained by the Association, and all other assessments provided for in this Declaration.

Section 1.05. "Association" shall refer to THE BLACK BOULDER MESA PROPERTY OWNERS ASSOCIATION, INC., a Utah nonprofit corporation organized by Articles filed with the State of Utah on October 23, 1997, whose membership shall include each Owner of a Lot in the Property. The Association is not a cooperative.

Section 1.06. "Association Rules" shall mean and refer to the rules and regulations adopted by the Board of the Association pursuant to this Declaration.

Section 1.07. "Board" shall mean the Board of Directors of the Association elected pursuant to the Bylaws and serving as the management body of the Association.

Section 1.08. "Bylaws" shall mean the Bylaws adopted by the Association for the purpose of regulating the affairs of the Association, as the same may be amended from time to time. The Bylaws are attached as Exhibit 3.

Section 1.09. "Common Expenses" shall mean the actual and estimated costs incurred by the Association in administering, maintaining, and operating the Property, including, but not limited to, costs for the following: (a) maintenance, management, operation, repair, and replacement of the Common Roadway Easement, which is maintained by the Association; (b) deficiencies arising by reason of unpaid Assessments; (c) management and administration of the Association, (d) utilities and perimeter fence maintenance where applicable; (e) costs incurred by the Architectural Committee; (f) flood control; (g) reserves; and (h) other miscellaneous charges incurred by the Association or the Board pursuant to this Declaration, the Bylaws, or Association Rules in furtherance of the purposes of the Association or in discharge of the duties and powers of the Association.

Section 1.10. "Roadway" or "Common Roadway" shall mean the land area comprising the Common Roadway Easements which are more particularly described in Section 3.02 and which are recorded by deed or otherwise against any portions of the Property or as designated on a Plat. "Trail" shall mean the Common Trail Easements within the Property as recorded against any portions of the Property by deed or Plat.

Section 1.11. "Conservation Easement" shall mean those areas identified by Plat or Deed within each Parcel or Lot wherein further deed restrictions have been imposed in the form of a Conservation Easement. The Conservation Easement will be imposed upon all areas not within the Development Envelope, driveway or the Transition Zone(s), as shown on a plat or described in a deed. "Holder" of the Conservation Easement shall mean, either the Declarant, a qualified land trust or other organization, as defined herein, to whom the Conservation Easement has been assigned for the purposes of monitoring compliance of its terms.

Section 1.12. "Declarant" shall mean the BLACK BOULDER MESA PROPERTIES, LLC, (f.k.a. Black Boulder Mesa, LLC) a Utah Limited Liability Company, and the successors and assigns of Declarant's rights hereunder.

Section 1.13. "Declaration" shall mean this Declaration including Appendix A and all Exhibits, Schedules or other attachments hereto, which are hereby incorporated by reference, together with any and all amendments hereof and supplements hereto.

Section 1.14. "Development Standards" shall mean the Residential Development Standards, including Design Standards, Architectural Submittal and Construction, together with the Exhibits, all attached hereto as Appendix A, and incorporated herein by this reference.

Section 1.15. "Mesa" shall mean all property subject to or hereafter made subject to this Declaration.

Section 1.16. "Lender" shall mean a holder of a first mortgage or first deed of trust on a Lot or Parcel.

Section 1.17. "Lot" or "Parcel" shall mean each of those certain separate parcels of land subjected to this Declaration by plat or deed, as amended from time to time. A Record of Survey filed with the Garfield County Recorders Office on June 26, 2018, as File Number 985 is attached hereto for reference as Exhibit 4. Lots are designed to be improved with, and occupied as, a separate single family residential dwelling unit. Within each numbered Lot or Parcel, separate areas may exist and are defined as follows: The "Development Envelope" shall mean that area wherein all buildings must be located. The "Transition Zone", if any, shall mean that area wherein certain low impact uses may occur such as decks, patios, landscaping, septic and drainfield, and low level outdoor improvements; and where no covered structures, or posts or structures tall enough to be visible off site or from the Common Roadway Easement are allowed. The "Conservation Easement" shall mean that area shown on the Plat within each Parcel and restricted by recorded Deed that ensures a perpetual privacy and buffer zone between individual Development Envelopes, and to preserve the conservation values of the project and as further defined in this Declaration.

Section 1.18. "Occupant" shall mean a Person, other than an Owner, in possession of, or using a Lot, including, without limitation, family members, tenants, guests, or invitees.

Section 1.19. "Owner" shall mean the Person or Persons who are vested with record title of a Lot according to the records of the County Recorder of Garfield County, Utah (and, in the case of a recorded contract for conveyance of a Lot, Owner shall mean the contract purchaser of such Lot); however, Owner shall not include a Person who holds an interest in a Lot merely as security for the performance of an obligation. Declarant, or its Members, individually or as tenants in common, shall be considered the record Owner of any Lot prior to its initial conveyance to a third party.

Section 1.20. "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 1.21. "Plat" means the Plat of survey showing the Lots or Parcels thereon, each of which is identified by a number and filed in the records of Garfield County.

Section 1.22. "Deed" means any Deed or Supplemental Declaration describing a Lot within the Property according to the records of the County Recorder of Garfield County, Utah. The original Plat was recorded 9/30/97 as survey 278 in the records of the Garfield County Recorder.

Section 1.23. "Property" shall mean the real property described on EXHIBIT "1", to this Declaration, together with all improvements and all easements and rights appurtenant thereto as shown in the records of the County Recorder of Garfield County, Utah and such Additional Lands as may hereafter be annexed to the Property.

Section 1.24. "Supplemental Declaration" shall mean a written instrument recorded in the records of the County Recorder of Garfield County, Utah, which refers to this Declaration and which adds Property to be subjected to the Declaration, or which amends, modifies, or supplements this Declaration in accordance with its terms.

II - NONEXCLUSIVE EASEMENTS FOR OWNERS AND ASSOCIATION RIGHTS

Section 2.01. Non-Exclusive General Appurtenant Easements to Common Roadway Easement.

Subject to this Declaration and the Association Rules, non-exclusive reciprocal easements are hereby reserved and created for the purpose of support, ingress and egress, access, use and enjoyment in favor of each Owner, upon, across, over, under and through the Common Roadway Easements, including the use of all roadways for vehicular and pedestrian access and all utility lines. Each such nonexclusive Easement, as established by duly recorded Deed or Plat, shall be appurtenant to each respective Lot in the Property and shall pass with title to the Lot. The Association and public and private utility companies providing service to any Lot in the Property shall have non-exclusive easements with the right of access to the Common Roadway Easement on each Lot to make inspections, to remove violations, to maintain, repair, replace, or effectuate the restoration of the Common Roadway Easement accessible on each Lot. The easements are also reserved for and subject to the use of Declarant and Mark Austin and Curtis K. Oberhansly, and their successors and assigns, for access to and utility service to their adjacent land, as described on Exhibit 2, attached hereto.

Section 2.02. Association Rights.

The Association has the sole right to manage all aspects of the Common Roadway Easement and all nonexclusive easements over, under and appurtenant to any Owner's Property, which shall be subject to the exclusive right of the Association to adopt and enforce Association Rules concerning the control and use of the private streets, roadways, and common parking areas located upon the Common Roadway Easement, including the right to regulate the kind of vehicles and their speed and to post signage regulating same, and the parking of vehicles upon such private streets and roadways, so long as it does nothing to interfere with the individual rights of the Declarant, Curtis K. Oberhansly, and Mark Austin, or their heirs and assigns. However, the Common Roadway Easement shall not be "gated" and no barrier, gate or automatic gate shall be erected at the entry to Black Ledge Road or any point along the Common Roadway Easement by the Association or any other individual or entity having rights hereunder which would restrict access to the Property. This provision does not preclude a temporary road closure or barrier for a short duration to facilitate re-grading, resurfacing, reconstruction, or repairs.

Section 2.03. Entry Rights.

Each Lot and the Common Roadway Easement, as the case may be, shall be subject to the following rights of entry and use:

- (a) the right of Declarant or its designees or the Association to enter upon any portion of the Lot reasonably necessary to construct improvements in, on, over or under

the Common Roadway Easement, and to make repairs and remedy construction defects involving the Common Roadway Easement, provided that such entry shall not interfere with the use or occupancy of any Lot unless authorized by the Owner of the Lot, which authorization shall not be unreasonably withheld;

(b) the right of the Association, or its agents, to enter any Lot to cure any violation or breach of this Declaration or the Bylaws or the Association Rules, provided that at least thirty (30) days' prior written notice of such violation (except in cases of emergency) has been given to the Owner, and provided that, within the thirty (30) day period such Owner has not acted to cure such violation or breach. The Association shall be entitled to levy a special assessment for its cost of effecting such cure against the Owner in accordance with the procedures in Section 5.08. The rights of entry and use shall be immediate in case of any emergency originating upon or threatening any Lot, whether or not the Owner of such Lot is present;

(c) the right of the Association, or its agents, to enter any of the Lots to perform, or enforce compliance with, the obligations of this Declaration, including obligations with respect to the construction, maintenance, or repair of the Common Roadway Easement, maintaining, cutting, removing or otherwise caring for the landscaping upon the Common Roadway Easement, the cleaning, repairing, replacing and otherwise maintaining underground utility lines located on the Common Roadway Easement;

(d) the right of the Declarant and the Association (or its representatives) to enter upon and have access to the Conservation Easement when such access is essential for maintenance or stabilization of slopes or drainage, or the maintenance of natural vegetation.

Section 2.04. Management and Uses of Conservation Easement Ground.

The dedicated Conservation Easement within each parcel or Lot is a restricted use area owned in fee by the platted Owner of that parcel. It is intended for the maintenance of natural vegetation and habitat, preservation of wildlife travel zones, and maintenance of natural drainage patterns. It is also intended to inure to the benefit of each Owner, all Properties and to the conservation values of the Mesa as a whole, not as common area, but by insuring the low density nature of Mesa development, privacy buffers of each site and the preservation of native plants and the natural environment. It is further intended to generally benefit the public's interest in low density development, obvious interruption of skylines and ridgelines by development, preservation of the natural aesthetics, and other values appropriate to the development's proximity to public lands.

(a) The dedicated Conservation Easement area of each Lot is not defined as or considered to be common area for the use of other Owners except for that portion under the Common Roadway Easements, common driveways and platted trail easements. The Conservation Easement area within each Parcel or Lot is preserved for the exclusive, however limited, use and enjoyment of the Owners.

(b) Said exclusive use by property Owners, unless otherwise provided by written agreement as specified herein, consists primarily of hiking, scenic value, and privacy, and excludes any structural improvements, motorized vehicles, mountain bikes, or other uses which would breach the terms and intent of the recorded Conservation Easement.

(c) Notwithstanding any other provision of this Declaration, neither the Association nor any Owner may take any action, or fail to take any action, which would impair, limit, restrict or modify the recorded Conservation Easements.

(d) Conservation Easements held by the Declarant may be assigned and transferred to the Association in the event that a qualified land trust organization is not willing or reasonably available. The Association shall accept said assignment and replace the Declarant as the Holder. In the event that the Association becomes a Holder or in any other manner a party in interest to any or all of the Conservation Easements binding the Property, the terms thereof shall not be modified or changed and said Easements shall be binding upon and run with the land in perpetuity. The Association shall abide by the terms thereof, regardless of whether any Assignment of the Easement to the Association by the Declarant is upheld by a court of competent jurisdiction or otherwise under the provisions of Article 13 of this Declaration. The Association has no power to modify or change any Conservation Easement, has an affirmative duty to exercise due diligence to enforce any and all terms of the Conservation Easements recorded against the Property with diligence and in the same manner as a qualified land trust organization would exercise its statutory duty. Any Owner has the right to proceed under Article 13 of this Declaration to compel the Association to enforce the terms of any Conservation Easement recorded against all or any part of the Property. The Association may pay a reasonable annual fee to a third party Holder or an agent hired by the Association to ensure compliance and to offset the annual costs of monitoring the Conservation Easements. The Conservation Easements, though binding upon the Association and its members, are not a governing document as defined in 57-8a-102(10) and as such cannot be amended by the Association or the Membership. The Association may ultimately assign and transfer the Easements to a duly qualified land trust organization, if reasonably available, but such an assignment shall not relieve the Association of the duty to ensure enforcement said Easements and preserve the conservation values of the Property.

Section 2.05 Emergency Access and Right of Way.

The Property in its entirety is declared subject to the emergency vehicle access easement, except that the Conservation Easement areas shall be entered only in extreme emergencies.

Section 2.06. Maintenance of Drainage.

As required by the regulations of the Garfield County Flood Control District and the Association Rules, each Lot Owner is primarily responsible for periodic maintenance to remove accumulations of earth or vegetation from drainage areas that build up on the respective Owner's Lot. Any significant changes beyond mere maintenance of existing drainage features must be first approved by the Association and the Architectural Committee as provided herein.

Section 2.07. Easements Designated by Deed or Plat.

Each Lot, and its Owner, and the Association, as the case may be, are declared to be subject to all easements, dedications, and rights of way granted or reserved in, on, over, and under the Property shown by deed or on a Plat.

Section 2.08. Restrictions on Delegation of Easements.

Any Owner may delegate his rights of use and enjoyment of the Property to the members of his family, his guests, tenants, employees, and invitees, and to such other persons as may be permitted by the Bylaws and Association Rules, subject however, to the Declaration. However, if an Owner has leased or rented his Lot, the Owner, members of the Owner's family, guests, tenants, employees, and invitees shall not be entitled to occupy the Lot, or use and enjoy any such rights in the Property, while the Owner's Lot is occupied by the tenant, except for voting rights which shall be retained by the Owner. Instead, the tenant, while occupying such Lot, shall be entitled exclusively to use and enjoy such rights, and can delegate the rights of use and enjoyment in the same manner as if such tenant were an Owner during the period of his occupancy. Each Owner shall notify the secretary of the Association of the names of any tenants of such Owner's Lot. Each Owner or tenant also shall notify the Secretary of the Association of the names of all persons to whom such Owner or tenant has delegated any rights of use and enjoyment and the relationship that each such persons bears to the Owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of Assessments or performance of the provisions contained in this Declaration. Any lease or rental agreement entered into between an Owner and a tenant of a Lot shall be for a minimum of 30 consecutive days and shall require compliance by the tenant with all of the provisions contained in this Declaration, which provision shall be for the express benefit of the Association and each Owner. The Association and each Owner shall have a right of action directly against any tenant of an Owner, as well as against the Owner, for non-performance. The liability of the tenant and Owner shall be joint and several.

Section 2.09. Public Utilities.

All utilities shall be buried and placed underground with the exception of transformers and phone pedestals in the Common Roadway Easement and hydrants and meter bases in driveways or close proximity to the structures. Easements and rights-of-ways over the Property for the installation and maintenance of power lines, telephone lines, water lines, drainage facilities, and such other utilities as may become available are hereby reserved by the Declarant, together with the right to grant and transfer same; provided, however, such easements and rights shall not unreasonably interfere with the use of the Common Roadway Easement and the Lots by the Owners or Occupants. Notwithstanding the foregoing, all the utilities shall, to the degree possible, be buried and placed under and within the Common Roadway Easement and under and within the private driveways. The Association may make exceptions for wellheads, drainage features, emergency access turnarounds, and similar improvements where no reasonable alternative exists or for good cause shown. Any such exception shall be approved by the Association and the Architectural Committee, complete with a plan to make full and complete restoration to the impacted ground.

Section 2.10. Right to Dedicate Common Roadway Easement.

After the Transition Date, the Association may cause the Common Roadway Easement to be dedicated to a municipality or county only if such dedication has been approved by Owners of sixty-seven percent (67%) or more of the Lots in the Property. Prior to the Transition Date, there exists no such restriction on the Declarant.

Section 2.11. Development Easements for Declarant.

Until all Lots have been sold by Declarant, even though the Transition to the Association may have been accomplished and the Declarant's period of developer control has expired, all Easements and other rights existing prior to the Transition, are hereby reserved to Declarant, and Curtis Oberhansly and Mark Austin individually, their heirs and assigns, together with the right to grant and transfer the same to others, including Declarant's sales agents, representatives and assigns, including all easements and rights upon, across, over, under and through the Property for construction, maintenance, sales and exhibition purposes (including the use of website photos and videos of the Property and all structures, signs and other advertising devices) in connection with the advertisement, publicity, and promotion of the Mesa project, and the construction of residences on Lots owned by Declarant (and its members) and sale or lease of Lots within the Property.

Section 2.12. Perimeter Fence Easement.

There is hereby created an affirmative Easement in favor of Declarant and the Association, and their employees and agents upon, over, and across each Lot adjacent to the perimeter boundaries of the Property as shown on the Plat for the reasonable access, installation, replacement, maintenance, and repair of any perimeter fences located along such boundary, primarily for the purposes of fencing out livestock. The Easement shall be of sufficient width to accommodate the initial construction and continued maintenance of the perimeter fence. Declarant has installed adequate perimeter fencing on the west and the south side of the Property as needed. This and any other fencing subsequently installed and maintained by the Association shall be installed only as necessary to fence domestic stock out of the Property.

Section 2.13. Interior Fence Easement.

There shall be no interior fence Easement or interior fences outside the Development Envelopes except for those perimeter fences for off-site livestock control as stated above. All fences or walls within the Development Envelope shall be approved by the Architectural Committee and follow the guidelines set forth herein and in the Development Standards. Fencing the entire perimeter or a substantial portion of any Lot, Development Envelope or Transition Zone is not allowed.

Section 2.14. Trail Easements.

Certain trail easements have been reserved by deed or platted over the certain Conservation Easement areas. These Trail Easements are dedicated for the use of the Owners and their invitees under the terms and conditions described herein. The Trail Easements are strictly limited to foot, bicycles, and horseback traffic. Vehicles, motorized dirt bikes, four-wheelers, snowmobiles, and other any vehicle of a similar

nature, are prohibited from using the trails. The use of said trails by authorized individuals is intended to have minimal impact upon the quiet use and enjoyment of the individual Lot Owners through whose property the trail passes. The Association may establish Rules for their use.

Section 2.15. Motorized Vehicles on Common Easement Roadways.

The Common Roadway Easements through the Property are intended to facilitate conveyance to and from the individual Lots. They are not intended for recreational use or as "tracks" by motorized dirt bikes, four wheelers, snowmobiles, or other similar vehicles that in any way disturb the Owners' rights to quiet use and enjoyment of the Property. Such vehicles must be used for transportation only to and from an individual Lot over the Common Roadway Easements in the same manner as standard cars and trucks. Any unduly repetitive or recreational use thereof is not allowed on the Mesa and must be done away from the Property. Mountain bikes, being non-motorized, may be used for recreation and exercise over the Common Roadway Easement, so long as they respect the rights of the Owners to quiet use and enjoyment of their respective Property.

III - MAINTENANCE, UTILITIES AND COMMON ROADWAY

Section 3.01. Maintenance of Lots.

Each Owner shall furnish and be liable and responsible for, at his own expense, all of the installation, maintenance, repairs, and replacements within his own Lot (exclusive of any Common Roadway Easements). Such obligations shall include:

(a) the installation and maintenance of all interior and exterior improvements of the structures; a separate and individual septic and drainfield system; a well source for a water supply; a two inch (2") maidenhead hydrant within 50 to 75 feet of the structure(s) for fire protection; and maintenance and improvement of the individual driveway from the Common Roadway to the Development Envelope, including any portion of said driveway upon, across, over, under and through a recorded driveway easement that crosses an adjoining Owner's Lot, including the liability for said easement portion of said driveway;

(b) the installation and maintenance of, in working and unobstructed condition, all drainage pipes, electrical lines, water lines, and other utility lines serving an Owner's respective Lot and structures from the points at which the same enters an individual Lot, or driveway easement serving said Owner's Lot, from the Common Roadway Easement where common utilities are located;

(c) the maintenance of the natural habitat on that portion of the Conservation Easement located on such Owner's Lot, except that the manner and type of maintenance in the Conservation Easement must be approved by the Architectural Committee and the record Holder of the Conservation Easement;

(d) keeping and maintaining the Lot in a sightly manner, free of debris, junk, used equipment or vehicles, garbage, left over or excess building materials, and other items or matter that detract from the appearance specifically of the Owner's Lot and generally of the Mesa;

(e) within the sole discretion of the Owner, a rusted chain gate as approved by the Architectural Committee may be located within the Lot's driveway easement, but no closer to the Common Roadway than 20 feet, facilitating a hammerhead turnaround.

Section 3.02. Maintenance of Common Roadway Easement.

The Association, or its duly delegated representative, shall:

(a) maintain and otherwise manage all of the Roadways which include Black Ledge Road, Ponderosa Trail, Cougar Draw Road, Metates Bench Drive, Pinyon Branch Drive (including east and west), Juniper Branch Drive (including east and west), Long Neck Drive (including east and west), and Broken Branch Drive (to the driveways of Parcels 32 and 33), including, but not limited to, the gravel road surfaces, related landscaping, and all utilities upon, across, over, under and through the Roadway and to the extent necessary in cooperation with the owners of said utilities;

(b) remove injured and diseased trees and shrubs or other vegetation in the Roadway Easement, and plant trees, shrubs and ground cover to the extent that the Board deems necessary;

(c) place and maintain along any Roadway, such signs and markers as the Board may deem appropriate for the proper identification, use and safety regulation thereof;

(d) do all such other and further acts which the Board deems necessary to preserve and protect the Property and the Common Roadway Easement and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of the Roadway Easement. In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, contractors, subcontractors, maintenance workers, licensees, lessees or invitees, the cost of such maintenance or repair shall be paid by such Owner.

Section 3.03. Owner Default in Maintenance.

If an Owner fails to so maintain his Lot (including the portion of the Conservation Easement located within the confines of such Lot), or make repairs thereto in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the attractive appearance and value of the Property, or if an Owner shall fail to observe any covenant or restriction imposed on such Owner by the terms of this Declaration, then the Board shall give written notice to such Owner, stating with particularity the nature of the default and the corrective action which the Board determines to be required, and requesting that the same be carried out within a period of thirty (30) days after the giving of such written notice. If such Owner fails to carry out such action within the period specified by the notice, the Board shall cause such action to be taken and shall levy a special assessment for the cost thereof to such Owner, such special assessment to be due and payable within thirty (30) days after the Board gives written notice thereof, which will be secured by the Assessment lien created in Section 5.01 and 5.08 of this Declaration.

Section 3.04. Utilities.

All utilities for individual Lots (except those utility costs which are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Lot and such utility charges shall be the responsibility of the respective Owners.

IV - MANAGEMENT

Section 4.01. Association.

The Association is a Utah nonprofit corporation organized to serve as the governing body for all Owners and it has and shall continue to make provisions for the maintenance, repair, replacement, administration and operation of the Common Roadway Easement, and for the assessment of expenses, payment of costs, acquisition of liability insurance, or other insurance it deems necessary, and other matters as provided in the Declaration and the Bylaws. The Association shall not be deemed to be conducting a business for profit of any kind, and all funds received by the Association shall be held and applied by it for the benefit of the Property and the Owners in accordance with this Declaration, the Articles, and the Bylaws.

Section 4.02. Membership.

Membership in the Association shall at all times consist exclusively of the Lot Owners, and each Owner shall be a member of the Association so long as such Person shall be an Owner. Each Owner of a Lot shall automatically become a member of the Association by acquisition of the Lot. Membership shall automatically terminate when such Person ceases to be an Owner. Upon the transfer of ownership of any Lot, the new Owner succeeding to such ownership interest shall likewise succeed to membership in the Association.

Section 4.03. Voting.

The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners (including the Declarant and/or the Declarant's members, heirs or assigns). Class A Members shall be entitled to one (1) vote for each Lot owned, and in no event shall more than one (1) vote be cast with respect to any given Lot, as defined herein. When more than one Person owns an interest in a Lot, each such Person shall be a Member of the Association, but the vote for said Lot shall be exercised only by one of the Owners. The Association shall not be required to recognize the vote or written assent of the other co-Owners, and recognizes only the vote or written assent of one co-Owner who has been designated in writing, executed by all other co-Owners and delivered to the Association, to vote on behalf of the other co-Owners. The Association is not an Owner for purposes of this section and has no Owner's voting rights appurtenant to property in may own, such as the entry road areas, deeded to it by the Declarant to control access, or for other common purposes of convenience for the Association and its Members.

Class B. The Class B Member shall be the Declarant. Declarant, as the Class B Member, shall have the right to control the Association to the extent of having the exclusive right (either directly or through a person designated by the Declarant) to elect,

appoint and remove the members of the Board and the officers of the Association until the Transition Date (as hereinafter defined). The special control rights of the Declarant, as the Class B Member, shall cease and terminate only after the following two events have occurred, thereby comprising the Transition Date:

(a) the completion by the Declarant, or its individual members, of all the common improvements to roads and other infrastructure, to and including, in Declarant's sole discretion, the Additional Lands as defined herein; and

(b) the date sixty (60) days after Declarant relinquishes its Class B membership rights by giving written Notice to the Association and all Owners.

Upon and after the Transition Date, Declarant and/or its individual members, heirs, successors and assigns shall be granted and retain the irrevocable voting rights of a Class A Member, based upon the ownership of a Lot or Lots, including one vote per Lot as shown on Exhibit 4, Record of Survey, as amended or supplemented by plat or deed from time to time, even though the special voting and control rights of the Class B Member have ceased and terminated. No Lot that is not being assessed dues shall have a vote, excepting those included in this Declarant exemption.

Section 4.04. Board of Directors.

The governing body of the Association shall be the Board of Directors elected pursuant to the Bylaws. Cumulative voting shall not be allowed for any purpose. The Board shall consist of not less than three (3) members and not more than five (5) members. Except as otherwise provided in this Declaration, the Bylaws, or Association Rules, the Board may act in all instances on behalf of the Association. The Board members shall serve without compensation.

Section 4.05. Qualification of Directors.

Except for Board members elected or appointed by Declarant, each Director shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership, or trust, a Director may be an officer, partner, trustee, or beneficiary of such Owner). However, an Owner and spouse of an Owner cannot serve concurrently on the Board. If a Director shall cease to meet such qualifications during his term, he will thereupon cease to be a Director, and his place on the Board shall be deemed vacant.

Section 4.06. Action by Owners.

The Board may not act on behalf of the Association to amend or terminate this Declaration, or to elect members of the Board, except in filling vacancies in its membership for the unexpired portion of any term.

Section 4.07. Annual Meeting.

The Association shall hold an annual meeting as provided in the Bylaws; provided, however, that there is no requirement that a meeting of the Members of the Association be held prior to the Transition Date.

Section 4.08. Right of Association to Enter Lots.

The Association acting through the Board or its duly authorized agent shall have the right at all times, upon reasonable notice (and at any time in case of an emergency) to

enter upon or in any Lot to abate any infractions, to make repairs, or correct any violation of any of the Declaration herein set forth, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such assessment to be secured by the lien provided in Section 5.01 of this Declaration.

Section 4.09. Association Rules.

The Board of Directors of the Association (hereinafter "Board") shall have the right to further define and clarify by rule any of the provisions of this Declaration, and in particular to promulgate such rules as are reasonably necessary for the maintenance and safe operation of the Common Roadway Easements. Any rules so adopted shall be enforceable as to each Lot and Owner as if specifically included in this Declaration. The following procedures apply only after the Transition Date. Before adopting or otherwise amending any rules of the Association, the Board shall: (a) at least 15 days before meeting to consider a rule, deliver written notice to the Owners that the Board is considering a change to the rules; (b) provide an open forum at the Board meeting giving Owners an opportunity to be heard before the Board takes action; and (c) deliver a copy of the change in the rules approved by the Board to the Owners within 15 days after the date of the Board meeting.

Section 4.10. Reserve Fund.

The Association shall conduct a formal reserve study and maintain an adequate reserve fund for maintenance, repair and replacement of the Common Roadway Easement that must be maintained on a periodic basis, and such reserve shall be funded as part of regular Assessments. To the extent the Board deems necessary, surplus monies of the Association may be retained as additional reserves rather than being paid to Owners or being credited to future Assessments.

Section 4.11. Availability of Property Documents.

The Association will maintain current copies of this Declaration, the Articles, Bylaws, and Association Rules concerning the Property and the Association's own books, records, and financial statements available for inspection during normal business hours by an Owner or Lender.

V - COVENANT FOR ASSESSMENTS

Section 5.01. Creation of Lien and Personal Obligation for Assessments.

Each Owner (excluding Declarant, and its members, Curtis Oberhansly and Mark Austin, their heirs and assigns, to the extent Declarant is an Owner as defined herein) of any Lot, by acceptance of a Deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such Deed or other instrument, is deemed to covenant and agree to pay to the Association such Assessments as are fixed, established, and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, late charges, attorneys' fees, court costs, and other costs of collection as hereinafter provided, shall be secured by a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, late charges, costs and attorneys' fees, shall also

be the personal obligation of the Owner of such Lot at the time the Assessment becomes due. The personal obligation shall not pass to the successor in title of an Owner unless expressly assumed by such successor, or to the degree such assessment remains as an unsatisfied lien against the Lot.

Section 5.02. Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the Owners, the management, maintenance, care, preservation, and protection of the Property, enhancing the quality of life in the Property and the value of the Property including, without limitation, the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Roadway Easement, or in furtherance of any other duty or power of the Association as set forth in this Declaration, including the funding of the reserve set forth in Section 4.10 above.

Section 5.03. Regular Assessments.

(a) After the Transition Date, at least annually the Board shall prepare and adopt a budget for the Association and the Board shall present the budget at a meeting of the members. A budget presented by the Board is only disapproved if member action to disapprove the budget is taken in accordance with the limitations under Section 215 of the Act. The Board shall at that time determine the amount of the regular annual Assessment to be paid by each Owner. Each Owner shall thereafter pay to the Association his regular Assessment in such manner and on such date as may be fixed by the Board; however, unless otherwise specified by a resolution of the Board, the annual regular Assessment shall be paid semiannually. In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of the regular Assessment against each Owner, and the date or dates when due.

(b) The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the governing documents, or, if the governing documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent.

Section 5.04. Capital Improvement Assessments.

In addition to regular Assessments, the Board may levy in any fiscal year a capital improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to an insured casualty) of a described capital improvement upon the Common Roadway Easement,

including the necessary fixtures and personal property related thereto or any fences to be maintained by the Association. The Board shall not impose a capital improvement Assessment exceeding twenty-five percent (25%) of the previous four (4) year average annual Common Expenses without the approval of Owners holding a majority of the votes of the Association, excepting that an Assessment to chip-seal or pave the road, due to the extraordinary costs involved, requires sixty-seven (67%) of the votes of the Association to approve. All amounts collected as capital improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account to be held in trust for such purposes and said funds shall not be commingled with any other funds of the Association.

Section 5.05. Uniform Assessments.

Except as otherwise provided in the Declaration or in a Supplemental Declaration applying to specific Property, all Assessments (other than special Assessments) shall be fixed at an amount for each unimproved Lot without a structure thereon, and another amount for each Lot with a structure thereon. The amount for an unimproved Lot shall be one-half the amount for an improved Lot with a livable structure.

Section 5.06. Exemption of Lots Owned by Declarant.

Notwithstanding anything in this Declaration or ARTICLE V to the contrary, no Assessments shall be levied upon, or be payable with respect to, any Additional Lands or platted Lot owned by Declarant (or its members, Curtis Oberhansly and Mark Austin, their heirs and assigns) prior to a sale or transfer of same to a third party; however, upon such sale to a third party of any parcel by the Declarant or its members from the Additional Lands described on Exhibit 2, the sum of \$1,000 per sale shall be paid to the Association from the proceeds at closing. This Declarant's exemption does not apply to any Parcel or Lot containing a habitable structure.

Section 5.07. Certificate of Payment.

The Association shall, within twenty (20) days after written demand, furnish to any Owner liable for Assessments a written statement signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Lot have been paid and the amount of delinquency, if any. Each statement shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 5.08. Special Assessments.

Special Assessments shall be levied by the Board against a Lot and its Owner to reimburse the Association for:

- (a) costs incurred in bringing an Owner and his Lot into compliance with the provisions of this Declaration, the Articles, the Bylaws;
- (b) any other charge designated as a special Assessment in this Declaration, the Articles, the Bylaws;
- (c) attorneys' fees, interest and other charges relating thereto as provided in this Declaration;
- (d) impacts of home construction over the Roadways through a reasonable one-time fee set by the Board and levied upon the Lot at the time of the Owner's

approval of plans by the Architectural Committee and securing a building permit from the appropriate municipal authority. The impact fee as of the date of this amended Declaration is \$2,500. This amount cannot be increased by the Board, except to periodically reflect the increases in the Consumer Price Index accruing since the amount was last fixed by the Board as reflected in the minutes.

In the event the Association undertakes to provide materials or services which benefit individual Lots and which can be accepted or not within the discretion of individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof shall be a special Assessment.

Section 5.09. Date of Commencement of Assessments.

Assessments were first levied and collected by the Association pursuant to Board resolution beginning in the second half of 2001 and have continued without interruption since.

Section 5.10. Application of Excess Assessments.

In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board shall apply the excess to the designated reserve fund.

Section 5.11. No Offsets.

All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

Section 5.12. Homestead Waiver.

Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

Section 5.13. Fines.

In addition to any fines set forth in this Declaration, it is expressly understood and agreed that fines for any violations of this Declaration, or any Association Rules promulgated by the Board may be assessed against a Lot and against an Owner, for violations by that Owner or by tenants or invitees. Unpaid fines may be collected as an unpaid assessment as outlined herein. However, the fine cannot be collected as an unpaid assessment until the time periods set forth in Utah Code Ann. 57-8a-301(1)(a)(iii)(A) and (B) have expired.

Section 5.14. Tenant Payment of Assessments.

1. The Board may require a tenant under a lease with a Lot owner to pay the Association all future lease payments due to the Lot owner if the Lot owner fails to pay an assessment for a period of more than sixty (60) days after the assessment is due and payable, beginning with the next monthly or periodic payment due from the tenant and

until the Association is paid the amount owing. Before requiring a tenant to pay lease payments to the Association, the Association's manager or Board shall give the Lot owner notice, which notice shall state: (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and (iii) that the Association intends to demand payment of future lease payments from the Lot owner's tenant if the Lot owner does not pay the amount owing within fifteen (15) days.

2. If a Lot owner fails to pay the amount owing within fifteen (15) days after the Association's manager or Board gives the Lot owner notice, the Association's manager or Board may exercise the Association's rights by delivering a written notice to the tenant. The notice to the tenant shall state that: (i) due to the Lot owner's failure to pay an assessment within the required time, the Board has notified the Lot owner of the Board's intent to collect all lease payments until the amount owing is paid; (ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Lot owner. The manager or Board shall mail a copy of this notice to the Lot owner.

3. A tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Lot owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant; and (ii) until the Association notifies the tenant under Subsection (4) that the amount owing is paid. A Lot owner shall credit each payment that the tenant makes to the Association under this section against any obligation that the tenant owes to the owner as though the tenant made the payment to the owner; and may not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to an Association as required under this section.

4. Within five (5) business days after the amount owing is paid, the Association's manager or Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The manager or Board shall mail a copy of this notification to the Lot owner. The Association shall deposit money paid to the Association under this section in a separate account and disburse that money to the Association until the amount owing is paid; and any cost of administration, not to exceed \$25, is paid. The Association shall, within five (5) business days after the amount owing is paid, pay to the Lot owner any remaining balance.

VI - EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES

Section 6.01. Due Date and Delinquency.

The Assessment due date shall be determined by the Board. Whenever an Assessment is delinquent, the Board may at its option invoke any or all of the sanctions provided for herein.

Section 6.02. Late Charge.

If any Assessment is delinquent, the Owner shall be obligated to pay the late charge then provided for in the Bylaws or Association Rules. A late charge may not be imposed more than once on any delinquent payment, but a separate late charge on each delinquent payment shall not eliminate or supersede any charges imposed on prior delinquent payments. The amount of such late charge until paid shall constitute part of the Assessment lien as provided for in Section 5.01 of this Declaration.

Section 6.03. Interest.

If any Assessment is delinquent by not being paid within thirty (30) days after the due date, interest at the rate of eighteen percent (18%) per annum or such other rate as set forth in the Bylaws may be assessed on the amount owing from the due date until such time as it is paid.

Section 6.04. Lien.

All amounts assessed hereunder shall be, constitute and remain a continuing lien upon the Lot upon which the assessment is made. At any time after an assessment becomes due, the Association may file a notice of the lien in the Garfield County Recorder's Office.

Section 6.05. Action at Law.

The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay same or foreclose the lien in the same manner as a mortgage or deed of trust, provided, however, that the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise the other. All costs and attorney's fees associated with action to enforce the obligation shall be assessed against the delinquent Owner and his Lot and reasonable attorneys' fees thereafter be added to the amount in delinquency (plus interest and/or late charges, if appropriate) in the event that a judgment is obtained by the Association. Each Owner vests in the Association or its assigns the right and power to bring actions at law and/or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments. Each Owner appoints the Association as its attorney-in-fact to receive service of process for actions set forth hereunder. The provisions of Section 13.01, mandatory mediation and arbitration, shall not apply to this section.

Section 6.06. Foreclosure Sale.

Any foreclosure sale provided for in this Declaration is to be conducted in accordance with applicable provisions relating to the foreclosure of realty mortgages in the State of Utah.

Section 6.07. Suspension of Votes.

The Board may suspend the obligated Owner's right to vote on any matter at regular or special meetings of the Association for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration remains delinquent. After a hearing as provided for in the Bylaws, the Board may also suspend

voting rights for infractions of the Declaration or the Rules and Regulations of the Association.

Section 6.08. Trustee.

The Declarant and each lot owner hereby conveys and warrants pursuant to Utah Code Sections 57-1-20 and 57-8a-302 to Bruce C. Jenkins, Esq., as trustee, with power of sale, each Lot and all improvements to each Lot for the purpose of securing payment of assessments under the terms of this Declaration. Any substitute trustee must meet the qualifications of Utah Code Sections 57-1-21(1)(a)(i) or (iv). Until the Transition Date, as defined in this Declaration, Declarant shall have the exclusive right to designate and appoint any substitute trustee. After the Transition Date, the Board of the Association shall have the right and power to designate and appoint a substitute trustee.

VII - USE RESTRICTIONS

Section 7.01. Single Family Occupancy.

The use of each Lot is restricted to single family occupancy and accessory uses as permitted herein. Except for those activities conducted as part of the marketing and development program for the Property by Declarant, no industry, business, trade or commercial activities that cater to the public, and/or require or allow customers of said commercial activity to visit the property, is allowed on any Lot, nor shall any Lot be used or rented for transient, hotel, or motel purposes. Nothing herein prohibits home business or professional pursuits by the Owners in home offices where contact with customers is conducted by phone, internet, or other means not requiring the clients or customers regular entry onto the property to conduct said business or professional pursuits. Employees on site shall be limited to domestic help, caretaking, and clerical or other assistance for home professional pursuits. The Association may further refine the rules governing employees and shall use the impact on other Owners, particularly impacts over the common roadways, as a primary test. Single family occupancy is defined as a single housekeeping unit, operated on a nonprofit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, where all residents are members of a family related by blood, adoption, or marriage, except for not more than two (2) additional persons not so related may reside in a Lot. The words "by blood" shall be deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and no other degree of kinship. No improvements or structure whatsoever, other than a high quality, private, single family dwelling, patio, walls, swimming pool, guest house, appropriate animal shelter consistent with Section 7.23 hereof and as determined by the Architectural Committee, or customary outbuildings including garage, may be erected, placed, or maintained on any Lot. Any greenhouse shall be part of the habitable structures or garage and must meet the Architectural Standards. The separate rental of any guesthouse or other structure on any Lot is prohibited, and neither the main dwelling nor guesthouse may be used for any time-share or bed and breakfast or similar commercial or quasi-commercial operation.

Section 7.02. Minimum or Maximum Square Footage.

There is no minimum or maximum square footage for the dwelling or other structures on a Lot; however, the Development Standards set forth criteria for approval by the Architectural Committee so that the dwellings and other structures fit with the Mesa, are reasonably attractive and livable, and are functional for their intended purposes.

Section 7.03. Maintenance of Native Growth.

Live trees and large bushes are a primary asset of the Mesa in general and each Property in particular. The live native growth on each Lot shall not be removed or destroyed except as approved by the Architectural Committee. Dead trees and bushes shall be removed from the Lot to decrease fire load and enhance the appearance. (Certain standing dead "sculptural" junipers are an exception in the discretion of the Owner.) In the event live growth is removed, except upon application by the owner and approval by the Architectural Committee in writing, either in connection with the construction of improvements on any particular Building Envelope, Transition Zone, driveway, or landscaping, the Association shall require the replanting or replacement of such damaged or removed native plant growth and the cost thereof shall be borne by the Owner of the respective Lot involved. In the event that the Owner does not replace the tree or bush as directed by the Association, then the Association, in its discretion, may:

- (a) take corrective action pursuant to Section 3.03 and levy the costs of such corrective action as an assessment under Sections 5.01 and 5.08; or
- (b) assess a \$500 fine per tree or bush and/or a \$1,000 fine per tree or bush within 50 feet of the edge of any rim feature on the Property and a \$2,000 fine per live tree or bush within the Conservation Easement.

The planting of non-indigenous, non-native trees and shrubs and other plants is prohibited, excepting that it may be approved within the courtyards or under certain conditions as set forth in the Appendix A, Development Standards, and after written approval from the Architectural Committee.

Section 7.04. Construction and Occupancy.

During the course of construction on a Lot, and until such construction is completed and occupancy is approved by Garfield County, no dwelling or other building shall be occupied. Upon approval by the Architectural Committee, and issuance of a permit by the County, the Owner shall complete the construction within twelve (12) months after actual start of construction. A reasonable extension may be granted for cause shown. All refuse and scrap material from construction shall be removed on a regular basis and in a timely manner from the Lot. Notwithstanding this Section and Section 7.14, and subject to review by the Architectural Committee as to location, appearance, availability of restroom facilities and other essentials, an Owner may keep a trailer or a tent onsite during the course of construction for the Owners personal use while visiting, supervising, or aiding in the construction.

Section 7.05. Height Limitations and Set Backs.

No structure shall exceed one story in height above natural grade, excepting where the main floor of a structure is below natural grade and the structure otherwise

meets all of the height limitations set forth herein. No element of any structure shall exceed sixteen (16) feet in height, excepting that no element of any structure that faces toward any predominate rim feature on the Property shall exceed fourteen (14) feet in height over natural grade, as specifically defined and set forth in Paragraph 3.04, Appendix A, Development Standards. The Lots or Parcels that contain a predominate rim feature and are subject to these fourteen (14) foot height limitations are specifically enumerated on Exhibit 4, attached hereto and incorporated by reference herein. However, the following exceptions to this height limitation and to the height limitation provisions found in the Appendix A are hereby set forth:

- (1) where clearly expanded or restricted in this Declaration or any Supplemental Declaration recorded hereafter annexing the Lot into the Association, and
- (2) where such an exception is the best reasonable design available due to an exaggerated natural grade of the slope within the Development Envelope, and where the natural grade facilitates an understory and an upper-story, each with ingress/egress on its respective natural grade; or any split-level structure that does not exceed the height at any point over natural grade of this walk-in/walk-out exception. As of the date of this amendment, the only two Parcels or Lots eligible for this exception are Phase 1, Parcel 4, and Long Neck Lot 7; and
- (3) due to the potential visibility of the structures in the Development Envelope on Parcel 12A, substantial excavation will be required, and no portion of the roof shall exceed a more restrictive height limitation of fifteen (15) feet above the survey stakes positioned and clearly marked as elevation 6,936 on the north and south sides of the Development Envelope. In no event, shall any part of any structure exceed the imaginary plane at an elevation of 6,951 feet as measured by registered surveyor.

No setbacks are required within the Development Envelope or the Transition Zone (unless otherwise required herein). In the event that a setback would be required by the governmental authority due to the fact that a Development Envelope boundary is close to or contiguous with the Lot boundary, the Architectural Committee will side with the Owner in petitioning the governmental authority to waive the setbacks as unnecessary due to the ample and permanent separation between all envelopes and structures provided by the Conservation Easement areas.

Section 7.06. Storage Tanks.

No storage tanks of any kind shall be erected, placed or permitted on any Lot, except for propane tanks and septic tanks, which must be buried below grade within the Development Envelope or Transition Zone in a location approved by the Architectural Committee. Due to the fire dangers and safety issues with propane, Owner's are encouraged (but not required) to design and build using all-electric service for the Lot.

Section 7.07. Utility Lines, Antenna and Satellite Dishes.

There shall be no large outside radio or television antennas on or above the roof or otherwise visible offsite. Small satellite dishes for TV and internet reception are allowed under the following conditions: The Architectural Committee will not unreasonably withhold its consent to the installation of satellite dishes one meter in

diameter, or smaller, where the owner submits a plan to place the dish in the most discrete location available that facilitates unobstructed, acceptable reception. Antennas/Satellite Dishes ("Antenna") must be in compliance with the Over-the-Air Reception Devices Rule ("OTARD") adopted by the Federal Communications Commission. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal. Installation must comply with all applicable codes and provisions hereof, take aesthetic considerations into account, and minimize the aesthetic and structural impact to the exterior and structure of the Owner's residence, or the common elements. Antennas shall be located in a place shielded from view from outside the subdivision or from other Lots to the maximum extent possible; provided, however, that nothing in this rule required installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation. Owners shall purchase their antenna in a color, to the extent available, that most closely matches the color of the structure to which the antenna will be installed, or in the alternative, shall paint their antenna so that the antenna blends into the background against which it is mounted, so long as the painting of the antenna will not void any warranties or prevent the reception of an acceptable quality signal. Large antennas, roof mounted antennas, or other visible electronic devices not expressly authorized by OTARD are not allowed. The Architectural Committee is authorized to require the Owner to seek out the least visible and most discrete alternative. Mounting on the roof is prohibited.

Section 7.08. Prohibition of Roof Mounted Equipment.

No evaporative cooler or other cooler, refrigeration unit, heating unit, or any other appliance (excepting that specified in Section 7.07 above, and Paragraph 3.10 of Appendix A) shall be placed, installed, or maintained on the roof of any structure constructed on any Lot. Any protrusions above the roofline, such as municipal code mandated vents, exhaust or similar items shall be painted in a dark color and non-reflective finish, excepting stone chimney elements. If the structure has an area of the roof accessible by the occupants (eg. rooftop deck), no chairs, tables, umbrellas, furnishings or fixtures of any type are allowed to be installed, placed upon, or to remain on the roof.

Section 7.09. Drainage Requirements.

Drainage shall conform to the requirements of Garfield County, and drainage water shall not be concentrated except to flow towards, and to become a part of, the natural drainage scheme of the Property.

Section 7.10. Letter and Delivery Boxes.

The Architectural Committee shall determine the location, color, size, design, lettering, and such other particulars of all mail or delivery boxes in conformance with applicable regulations of the delivery service where such delivery is available in the region. For mail service, Lot Owners shall rely upon Post Office Boxes in the town of Boulder, Utah for local mail service, if any. The Owner's permanent address off the Property shall be on file with the Association and shall be used for all notices and other Association business unless a local address is requested or permanent residence is

established on the Property. Uses of electronic mail for notices and other Association purposes shall be used in accordance with this Declaration, the Bylaws and Rules of the Association.

Section 7.11. Property Line Fences.

Fences on the respective property lines of the Lots, or on the boundaries of the Development Envelopes or Transition Zones, shall not be permitted, excepting those fences erected and maintained by the Association for the purpose of keeping livestock from entering the Mesa Property. Generally, architectural walls (walls that meander and undulate in height and are extensions of the dwellings and constructed of the same materials) can be permitted within the Development Envelope to define a courtyard or outdoor living space under criteria found in this Declaration and Appendix A and as approved by the Architectural Committee. In appropriate instances, a small extension of a wall attached to the dwelling, can be approved as a minor intrusion into the Transition Zone if it works with the dwelling to define an outdoor living space and is not overly visible offsite. Courtyards or other similar outdoor living spaces must comply with the conditions set forth by the Architectural Committee to assure visual harmony and a consistent aesthetic with the design and materials used in the dwellings. This prohibition against fences shall not preclude discrete protections for individual trees or bushes planted by the Owner or small garden enclosures to keep out the deer and other animals so long as the color, height and material blend in to the surroundings, is approved by the Architectural Committee and is not unduly visible from the Common Roadway or adjoining Lots.

Section 7.12. Signs.

No signs whatsoever (including, but not limited to commercial, political, sale or rental, no trespassing and similar signs) shall be erected or maintained on the Property by any Owner whether in a window or otherwise, except: (a) such signs as may be required by legal proceedings; (b) an identification sign placed at the entry to the Owner's individual driveway which conforms to the designs and types provided by the Architectural Committee; and (c) "for sale" sign, which is limited to one per Lot located only at the head of the Lot's driveway and is limited in size to 18" x 30". Nothing herein shall prevent Declarant and its agents and assigns from utilizing reasonable signs, markers, and sales devices in furtherance of sales activities until all Lots have been sold by Declarant.

Section 7.13. Nuisance.

No noxious or offensive activity shall be carried on upon the Property, nor shall any activity, which might be or become an annoyance or nuisance to other Owners or Occupants be permitted to interfere with their rights of quiet use and enjoyment on their Lot, or increase the rate of any insurance. No Owner or Occupant shall engage in activity within the Property in violation of any law, ordinance, statute, rule or regulation of any local, county, state, or federal body. Nothing herein shall be construed to prevent Declarant and its agents from engaging in all forms of construction and sales activities until all Lots have been sold by Declarant.

Section 7.14. Temporary Structures.

No structure or building of a temporary character, including a trailer, RV, tent, shack, temporary garage, temporary outbuilding, mobile home, trailer or temporary structure of any type may be placed, occupied or maintained on a Lot, excepting during course of construction under Section 7.04 or as otherwise permitted in this Declaration. Nothing herein shall be construed as preventing Declarant from using temporary structures or trailers for construction and or sales purposes or engaging in all forms of construction and sales activities within the Property. Short term use of the Lot by the Owner for camping, or occupying a camper, trailer or motor home, is allowed for a period of time not to exceed ten (10) consecutive days and no more than four (4) visits in any given year, and with assurances that proper provisions are made for bathroom facilities. The prohibitions found in this Declaration against fire pits, fire rings or any outside fires whatsoever must be observed. Nothing herein shall be construed to prevent Declarant from using temporary structures or trailers for construction and/or sales purposes or engaging in all forms of construction and sales activities within the Property until the Declarant Lots are sold.

Section 7.15. Parking and Garage or Carports.

Each Lot shall have at a minimum a single car garage or covered carport for the purpose of storing motor vehicles. In no instance shall a garage be converted into living space (unless it is configured and fully integrated into the dwelling with consent of the Architectural Committee and replaced by another garage or carport). Other than that allowed by the Association or this Declaration, parking within the Common Roadway Easement is prohibited. All cars, trucks, trailers, boats, motorhomes, and similar vehicles belonging to the Owner or occupant and intended to be sited on the Lot must be housed in an approved garage or carport suitable for storing or housing same as approved by the Architectural Committee. Graveled or other suitable surface for visitor parking must be provided in proximity to the dwelling. Garages sized to accommodate a motor home or trailer may be approved by the Architectural Committee, depending upon the location of the enhanced structure and its ability to meet the height limitations of this Declaration. Otherwise, all motorhomes and trailers, travel trailers or hauling trailers, must be stored offsite, excepting for a short durations to clean and stage same prior to or subsequent to its use. The Association may adopt Association Rules relating to the temporary parking of vehicles within the Property. In all instances, all vehicles must be driven only on the established and maintained surface of the Common Roadway Easement, and driven or parked on the established driveway and parking surfaces of a Lot.

Section 7.16. Fires, Inside and Outside Fireplaces and Incinerators.

All Owners hereby acknowledge that the trees and native vegetation on their Property and the Mesa, including the Conservation Easements, are inherently valuable and a primary asset of all Owners and the Association; as such, fire danger presents an inherent threat to the Mesa Property and environment. All Owners agree to exercise due diligence regarding any potential source of house or wild land fire on their Property. All chimneys, stovepipes or other devices venting heat and smoke from fireplaces, inside or outside, shall have screens and spark arresters installed sufficient to contain sparks. No open fires, weed or slash burning, incinerators, or similar activities or devices or

equipment shall be placed, allowed, or used on any Lot. Outdoor fireplaces may be approved by the Architectural Committee if accompanied by properly specified fire safety conditions, including, but not limited to, spark arresters both on the chimney and the firebox, an area surrounding the fireplace (a minimum twenty-five (25) foot radius of hard patio surface free of weeds, flammables or other vegetation where sparks could land) and fire extinguishing equipment or devices must be kept at hand, together with other safety measures appropriate to the application and as specified by the Architectural Committee. Gas log fireplaces outside can also be approved by type and design if they do not allow for the burning of wood or similar fuels that generate sparks or can be blown, thrown or otherwise present a fire danger. Open fire pits are specifically prohibited and shall not be constructed or maintained anywhere on the Property. Any Owner applying to install, construct and thereafter utilize any such indoor or outdoor fireplace structure hereby agrees to indemnify the Association for any damage, claim, demand, penalty, suit or cost related in any way to a fire getting out of control, including attorneys' fees incurred by the Association. Moreover, any Owner in utilizing any fireplace further agrees to assume strict liability for any fire damage to any of the Property or the Mesa as a result of said Owner or Occupant's use thereof. Approval by the Architectural Committee of the indoor or outdoor fireplace shall not create any liability upon the Association or the Architectural Committee or its members and the individual Owner assumes all liability therefore. The Owners shall keep their Lots, including the Conservation Easement area, free of undue fire load and shall remove and keep their Lot free of downfall and dead trees (excepting as otherwise provided in this Declaration and Appendix A).

In addition to the maidenhead hydrant required in Section 3.01 of the Declaration, the Owner shall have on site next to the hydrant, a key to turn it on, a properly sized connector and 150 feet of 1 1/2" fire hose and nozzle -- all properly stored at the hydrant location, not locked and readily accessible -- that can be deployed to suppress fire.

Section 7.17. Windows and Window Covers.

Glass surfaces on windows or skylights shall not be highly reflective or reflective to any degree not approved by the Architectural Committee. Only customary curtains, drapes, shades, and shutters may be installed as window covers. No window shall be covered with paint, foil or similar items. The foregoing does not apply to solar panels, which shall have as little reflective value as possible and still be effective.

Section 7.18. Outside and Inside Lighting.

Lighting is an important feature of site development and dark skies and stargazing is an important asset to all Mesa Owners. All exterior lighting must meet International Dark-Sky Association (IDA) standards with the purpose of proposing the Mesa as a certified International Dark Sky Community. Therefore, lighting must be used sensitively for specific purposes and in specific ways as approved by the Architectural Committee, but also recognizing that outside lighting is to provide safe passage for Owners and Occupants over paths, sidewalks and parking areas after dark. In all cases, including inside and outside lighting, exposed bulbs and other directly exposed light "sources" are prohibited. All fixtures must be fully shielded, hooded, recessed or full cut-off, including all interior lighting visible from the outside through bay or high profile windows. No

exterior lighting fixtures shall be lamped with bulbs of a high intensity nature, including, without limitation, mercury vapor, sodium vapor, metal halide, florescent, halogen, or quartz. Floodlights, high intensity lights, and high wattage yard lights are specifically prohibited. Exterior porch and entry lights must be hooded and focused to light porches, doors and other entry areas. Landscape lighting, including the sides of the walkways and driveways, shall be hooded and situated within three (3) feet of the ground to safely light the path, as opposed to higher and generalized illumination. Solar landscape lights that remain on all night are not allowed and all outside lighting must be manually switched for ease of turning on and off. When the property is unoccupied, or the occupants are retired for the evening, all inside and outside lighting shall be turned off. To avoid light pollution emanating from high profile or bay windows, occupants preferring to stay up later than 10:00 p.m. shall turn off all lighting, inside and out, except for lighting the specific room within the dwelling they are occupying. Accent lighting to highlight trees and other landscaping features, if any, and any other landscape lighting shall be manually switched, lower in wattage, discrete, and only used for active enjoyment, as opposed to on a timer and used indiscriminately when the Owners or Occupants are not present at the property. No lighting by an Owner may occur adjacent to the Common Roadway Easement. Streetlights along the Common Roadway by Owners or the Association are not permitted and shall never be installed. The Board may establish rules citing specific limits in terms of lumens and any other controls or clarifications needed to implement this section.

Section 7.19. Outside Speakers and Amplifiers.

No radio, stereo, boom box, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of, any Lot.

Section 7.20. Repairs.

No repairs of any machinery, vehicles or equipment or fixtures shall be made upon any Lot in the Property without using the necessary precautions to contain all gas, oil or other byproducts of such repair and dispose of same off the property in legal and reasonable fashion.

Section 7.21. Unsightly Items.

All rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from Lots and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment, shall be prohibited upon any Lot unless properly contained and obscured from view of adjoining Lots and the Common Roadway. Trash and garbage shall be placed in containers by Owners and Occupants for removal from the Property on a regular basis and in accordance with Association Rules.

Section 7.22. No Oil or Mineral Activity.

No oil drilling or surface mineral activity shall be maintained or permitted upon the Property under any circumstances.

Section 7.23. Animals and Fowl.

The Association recognizes the rural nature of the Boulder area, however, it

reserves the right to promulgate rules for the keeping of animals within the following guidelines: (a) the keeping of livestock or other animals for commercial purposes is prohibited; (b) the keeping of small domestic pets and birds is generally acceptable; (c) nothing herein shall allow for the keeping of any animal or fowl in the Conservation Easement areas; (d) any animals or fowl kept on any Lot shall be kept in a clean and orderly manner and shall not constitute a health hazard or nuisance to anyone; and (e) the size of the animal or fowl, noise, the size and nature of the required enclosure to house or contain same, and all other logistical considerations shall be valid criteria for the Association to consider in promulgating its rules. The Owner is responsible for making sure that their dog(s) do not bark excessively or in a manner that creates a nuisance for other Owners, or roam the Mesa untended, or chase wildlife. No horses shall be stabled or kept on any Lot and must be pastured or stabled at an off-site location, excepting that, with consent of the Association Board as to duration, and the Architectural Committee as to a corral location and design, horses may be corralled on a Lot overnight from time to time as a convenience to the Owner for the purpose of being actively used and ridden. The Association shall promulgate Rules as needed to implement this section.

Section 7.24. Leases.

Any agreement for the leasing or rental of a Lot (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Bylaws, and the Association Rules. Said lease shall further provide that any failure by the Occupant thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. No Owner shall be permitted to lease his Lot for transient or hotel purposes, which shall be defined as rental for any period of less than thirty (30) consecutive days. Any nightly, weekly or other rental terms for less than thirty (30) days are hereby expressly prohibited. No Owner may lease less than his entire Lot and shall not occupy the Lot concurrently with the lessee. Any Owner who shall lease his Lot shall be responsible for assuring compliance by the Occupant with this Declaration, the Bylaws and the Association Rules. Failure by an Owner to take legal action, including the institution of a forcible entry and detainer (eviction) proceeding against his Occupant who is in violation of this Declaration, the Bylaws or the Association Rules within ten (10) days after receipt of written demand to do so from the Board, shall vest the Board with power of attorney for that Owner and entitle the Association, through the Board, to take any and all such action including the institution of proceedings in forcible entry and detainer (eviction) on behalf of such Owner against his Occupant. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy a Special Assessment against such Owner and his Lot for all such expenses incurred by the Association. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof. The Tenant and Owner shall be jointly and severally liable for all violations of this Declaration, the Bylaws, and the Association Rules.

Section 7.25. No Re-subdivision of Lots.

No Owner (except for Declarant, Declarant members, their successors, heirs and assigns) shall have the right to subdivide any Lot in the Property, and this restriction shall expressly prohibit the creation of any time-share, interval Ownership, condominium, or any similar legal or indirect act of creating any multiple Ownerships of any Lot. Nothing herein shall prevent Ownership by families as a shared compound or other shared interest so long as the interests are held and shared as joint tenants or tenants in common.

Section 7.26. Combination of Lots. Lots may not be combined without the written permission of the original Declarant, nothing herein prohibits an individual or entity from owning more than one Lot.

Section 7.27. Compliance with Laws.

In connection with the use, occupancy, and construction of residential improvements on any Lot, each Owner and Occupant, and their respective agents, contractors, invitees, and representatives, shall comply with all applicable governmental laws and regulations and the failure to comply with such laws and regulations shall be deemed a violation of this Declaration, and the Association shall be authorized to enforce all remedies provided in this Declaration.

Section 7.28. Tennis Courts, Sports Courts and Basketball Standards.

Tennis courts are discouraged due to the visual impact offsite in most instances. Smaller sports courts, basketball standards and similar recreational facilities are allowed subject to Architectural Committee approval and efforts to minimize their visual and audible impact offsite with strict adherence to the lighting restrictions set forth herein. In fencing a smaller sports court, the Owner and the Architectural Committee will undertake efforts to keep the height of any court fencing at a minimum and/or use netting to be deployed when the court is in active use.

Section 7.29. Discharge of Firearms.

The discharge of any type of firearm on any part of the Property or Mesa is hereby strictly prohibited for any and all recreational, hunting, target shooting or other purposes, excepting that which might be required for the lawful self-defense of Owners on their Lot, and then only as such self-defense is strictly defined under the appropriate ordinances and statutory authority of Garfield County and the State of Utah.

Section 7.30. Development Envelopes, Transition Zones, Driveways and Conservation Easement Areas.

All Lots are comprised of these four areas. All dwellings, buildings, open air covered structures or parking structures are limited to the Development Envelope. The Transition Zones uses are limited to landscaping, patios, decks and all similar low-level features, including architectural walls, and/or deck railings, neither to exceed four (4) feet in height. Rusted wire as a temporary protection from deer for tree planting can also be approved. Driveways, underground utilities, septic tanks and drainfields can be placed in the Transition Zones. The uses of the Conservation Easement areas are governed by the terms of the recorded deed of easement against

the Property. For good cause shown, all or part of a drainfield (an authorized "utility pipeline") may encroach upon the Conservation Easement area where reasonable alternatives do not exist; the Architectural Committee and the Holder of the Conservation Easement must consent and a restoration plan must be part of the approval. Driveways, parking and the use of vehicles of any sort are limited to the Development Envelope, Transition Zone and the platted driveway easement of any Lot; excepting that driveways, parking areas, or the use of vehicles of any type in any Transition Zone that is situated between the Development Envelope and the rim of the Mesa is strictly prohibited. All driveways, parking, and other vehicular activity shall be confined to the permitted areas that lay within the Development Envelope or in a Transition Zone that lay between the Development Envelope and a Common Roadway. All driveways shall be surfaced with a type and color material similar to that used in the Common Roadway Easement or a material compatible with the surrounding terrain. This does not include parking areas, garage aprons, pathways and entryways within the Development Envelope from being surfaced with concrete, pavers, asphalt, decorative rocks or similar material.

Section 7.13. Water.

Upon the sale of any Lot, the water right on file with the Utah State Engineer's Office for said Lot shall be transferred by Deed from the Owner to the buyer; any water connection appurtenant to the Lot is non-transferable and shall remain with the Lot, unless the governing water user's association owning the water infrastructure consents in writing to said transfer and the transfer is pursuant to the Owner of said Lot drilling a separate well to provide an uninterrupted water supply to the Lot; unless the Lot is to be permanently merged with an adjoining Lot and the subdivision of said Lot is abandoned as a separate Lot of record in the records of the Garfield County Recorder's Office.

VIII - ARCHITECTURAL COMMITTEE AND LANDSCAPE CONTROL

Section 8.01. Appointment of Architectural Control Committee.

The Association shall have an Architectural Committee consisting of three (3) persons. The Declarant shall initially appoint the members of the Architectural Committee. The Declarant shall retain the right to appoint, augment or replace all members of the Architectural Committee until the Transition Date. Thereafter, the Architectural Committee shall be appointed by the Board. Persons appointed to the Architectural Committee, other than those persons appointed by the Declarant, must be Owners. One member of the Board shall serve on the Architectural Committee and as liaison to the Board, otherwise, members of the Architectural Committee may be, but need not be, members of the Board. If the Architectural Committee is not appointed, then the Board shall serve as the Architectural Committee.

Section 8.02. Development Standards.

The Declarant has established reasonable regulations, restrictions, architectural design and landscaping standards (collectively the "Development Standards") for building and improvements to the Property. The Development Standards are attached

hereto as Appendix A, incorporated herein, and deemed to be a part of this Declaration binding on all Owners, Members or other Persons as expressly set forth herein. The Development Standards include, among other things without limitation, restrictions and limitations (a) for site planning and landscaping standards relating to all aspects of improvements within the Building Envelope, Development Envelope, Transition Zone, and Conservation Easement of any Lot; (b) construction regulations governing all phases of construction and improvements upon any Lot; (c) design review procedures for the approval of plans and specifications prior to the beginning of any construction or site work; and (d) conformity of completed improvements to plans and specifications as approved by the Architectural Committee.

A residence or other improvement, once completed, will be deemed to be in compliance with this Declaration and the Development Standards, (a) unless notice of non-completion or nonconformance identifying the violating Lot and specifying the reason for the notice is executed by the Association, and recorded with the County Recorder of Garfield County, with a copy given to the Owner of such Lot within one year following actual completion of the out-of-compliance improvement, or (b) unless legal proceedings shall have been instituted to enforce compliance with this Declaration within the foregoing one year period. The foregoing applies only to the improvements constructed as part of an Owner application and approval by the Architectural Committee; other violations are considered ongoing and are not waived or otherwise mitigated by this section. The Board may adopt rules and regulations to further clarify and define the Development Standards and to aid the Architectural Committee and the Owner in better understanding and implementing the Development Standards, so long as said rule or regulation is consistent with this Declaration and Appendix A, Development Standards.

Section 8.03. General Provisions.

(a) The Association may assess a reasonable, one-time fee (impact fee) for impacts to roads and infrastructure in connection with construction on a Lot; and a reasonable fee paid to a professional representative of the Architectural Committee in connection with its review of plans and specifications pursuant to an Owner's submittal of same. Otherwise, the members of the Architectural Committee shall serve without compensation.

(b) The Architectural Committee may, with the consent of the Board, delegate its preliminary plan review responsibilities to a representative of the Architectural Committee or an outside professional retained for that purpose, except final review and final approval as required by the Development Standards must be issued by the Architectural Committee itself.

(c) The address of the Architectural Committee shall be the address established for giving notice to the Association, unless otherwise specified. Such address shall be the place for the submittal of plans and specifications and the place where the current Development Standards shall be kept.

(d) The establishment of the Architectural Committee and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in

this Declaration, and in the event of a conflict between this Declaration and the Development Standards found in Appendix A, this Declaration shall govern.

(e) The Architectural Committee shall, by a majority vote, approve or disapprove any plans and specifications submitted to it in accordance with the Development Standards within the periods specified. The Architectural Committee shall interpret the Development Standards literally and as faithfully as reasonably possible and shall not undertake to grant variances not authorized herein, or deviate from the intent of the Standards.

Section 8.04. Approval and Conformity of Plans.

It shall be the duty of the Architectural Committee to consider and act upon requests for information, offer input as to the meaning of the Development Standards, accept proposals or plans that are submitted by Owners or their representatives pursuant to the Development Standards, and to in all ways be helpful to Owners seeking advice or information regarding improvements to their Property. No building, fence, wall, landscape, cutting of trees, or other structure or improvement of whatever type shall be commenced, erected or maintained upon the Property (except for initial construction of the Common Roadway Easement and any fences by the Declarant), nor shall there be any addition to or change to the exterior of any residence or other structure or improvement upon a Lot or the landscaping, cutting of or removal of trees, grading or drainage thereof, including, without limitation, the oiling or refinishing (other than oiling with the same color of oil as previously approved in submittals to the Architectural Committee) of exterior walls, patio covers and walls of any sort, except in compliance with plans and specifications therefore which have been previously approved by the Architectural Committee in accordance with the Development Standards. In the event of disapproval, the Architectural Committee shall specify precisely which element(s) of the submittal fail to comply with the Development Standards and give the Owner/applicant the opportunity to bring the element(s) into compliance. In the event of such disapproval, the applicant has the right to proceed as follows:

(a) an applicant may appeal the final ruling of the Architectural Committee by filing with the Board of the Association a petition of appeal together with a written statement as to the ruling from which the appeal is taken and the reasons in support of the applicant's appeal. The Board shall forward the applicant's written statement to the Architectural Committee. The Architectural Committee shall provide a written response to the Board within ten (10) business days of receiving the appeal. The Board may request such other and additional information or conferences as it deems appropriate. Once the Board has received the foregoing information the Board shall schedule a hearing, subject to the requirements of notice as further set out in this paragraph. At such hearing, the Board, at its election, may make a decision on the written submissions and materials or may request that the applicant and a representative of the Architectural Committee appear and be heard before the Board. If a hearing is called by the Board, the applicant and Architectural Committee shall be given thirty (30) business days advance written notice and the hearing shall be conducted under subsection (b) below.

(b) at the hearing, the applicant and the Architectural Committee representative may call witnesses and explain the materials in their written submissions to

the Board. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The hearing shall be open to attendance by any Member of the Association. The Board of Directors may grant continuances of the hearing on a showing of good cause;

(c) in the event that the applicant does not accept the decision of the Board, the applicant has the right to proceed with mediation and binding arbitration as set forth in Section 13.01 of this Declaration.

Section 8.05. Non-Liability for Approval or Non-Approval of Plans.

Plans and specifications shall be approved by the Architectural Committee as to style, exterior design, appearance and location, in accordance with the Development Standards; submittals are not approved for engineering design or for compliance with zoning and building ordinances, and, by approving such plans and specifications, neither the Architectural Committee, the members thereof, the Association, the Board nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, the Association, the Board nor the Declarant shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development of any Lot within the Property, (d) the refusal to grant a variance from the Development Standards, or (e) the execution and filing of an estoppel certificate pursuant to the Development Standards, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed, was taken in good faith. Approval of plans and specifications by the Architectural Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes. Nor shall anything herein, either express or implied, be taken as assurance that local governmental authority will grant a building permit, or under what conditions such a permit might be granted. The Development Standards are solely for the purpose of imposing and enforcing the design aesthetics and environmental quality of the Mesa project singularly as defined herein. Owners acknowledge and agree that the decisions required of the Architectural Committee hereunder are inherently subjective to a degree and therefore agree that the Owners have no vested right of approval, beyond that specified in the Declaration and Development Standards, and that there shall be no liability to the Association or the Architectural Committee for approval or disapproval of any given submittal or plan. Every Owner or other person, by submission of plans and specifications to the Architectural Committee for approval, agrees that he will not bring any action or suit against the Board, the Architectural Committee, any of their respective members, nor the Declarant, regarding any action taken by the Architectural Committee, excepting an action against the Association only for specific performance for approval of said plans that should otherwise be allowed under a strict interpretation and compliance of this Declaration and its Development Standards. The burden of proof is upon the

Owner/Applicant to demonstrate such strict compliance. Any prior action or approval by the Association or the Architectural Committee in granting a waiver or variance for any portion of a prior submittal by any Owner shall not be deemed to be a precedent or a waiver or entitle any future Owner or future submittals to the same, similar or different waiver or variance.

Section 8.06. Inspection and Approval.

Any member or authorized consultant of the Architectural Committee, or any authorized officer, Trustee, employee or agent of the Association, may from time to time and at any reasonable time enter, without being deemed guilty of trespass, upon any Lot in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the Declaration and the plans and specifications approved by the Architectural Committee. The Architectural Committee through a properly designated representative shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken. Email is an approved method of communication between the members of the Architectural Committee, the Board and the Owner/applicant and a record shall be maintained by the representative of the Architectural Committee of approvals, denials and other official action. All final approvals of plans and specifications shall be in writing by email from the Architectural Committee to the Owner and contain sufficient specificity to approve or disapprove all aspects of the final submittal. Final release signifying full compliance by the Owner shall be issued by the Architectural Committee as set forth in Paragraph 5.14, of Appendix A, Final Release.

Section 8.07. Enforcement.

The Architectural Committee may, at any time, inspect a Lot or improvement and, upon discovering a violation of the Development Standards or the Declaration, provide a written notice of noncompliance to the Owner, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this time period, the Board, upon recommendation of the Architectural Committee, may enter the Lot under Section 3.03 and correct the violation at the expense of the Owner of such Lot, or may take whatever action it deems appropriate, including commencement of an action for specific performance and/or an action for injunctive relief to enjoin further violation. In the event of any violation of these Development Standards, the Board, after consultation with the Architectural Committee may, at its sole discretion and in addition to restoration expenses, impose a fine established by a Rule adopted by the Board. Any violation of the Development Standards shall be deemed a violation of the Declaration, and the Association shall have all rights and remedies provided therein. Any amount incurred for restoration expenses shall be deemed a Special Assessment against the Owner and shall be secured by the assessment lien created under this Declaration. Any violation of the Development Standards shall be a continuing violation hereunder, excepting the exception cited in Section 13.02, unless and until corrected, and failure on the part of the Association to take action to correct said violation shall not constitute a waiver of its right to take future action to correct the violation. Estoppel or laches shall not apply. In the case of an innocent third-party purchaser of the property without notice of the violation, the Association is bound to proceed against the prior Owner committing the violation as

outlined in this Declaration. In any action to enforce these Development Standards, the Association shall be entitled to recover from the Lot Owner in violation all costs and attorney's fees incurred.

Section 8.08. Construction or Reconstruction of Common Roadway Easement.

The construction by the Declarant (or the reconstruction by the Association or the Declarant after destruction by casualty or otherwise) of the Common Roadway Easements, including all utilities and other infrastructure, which is accomplished in the discretion of the Declarant as the developer, shall not require compliance with any of the provisions of this Article VIII.

IX - INSURANCE

Section 9.01. Authority to Purchase.

The Association shall have the authority to acquire and shall obtain and maintain the insurance specified in this Article.

Section 9.02. Hazard Insurance.

The Board may, if available, obtain a policy of property insurance on the improvements located within the Common Roadway Easement insuring the improvements against loss or damage by hazards covered by the standard extended coverage endorsement, and against loss or damage by vandalism, malicious mischief, windstorm, and water damage; however, as of the date of this amendment, the Association owns no property or improvements and hereby gives notice to all Owners that such property coverage is not available to the Association for the improvements to the Common Roadway Easement, which it manages, or to the utilities contained therein, which are owned by third parties.

Section 9.03. Comprehensive Public Liability Insurance.

The Association shall obtain comprehensive general liability insurance insuring the Association against liability incident to the use, management, or maintenance of the Common Roadway Easement. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims for death of or injury to any one person and/or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner or Occupant.

Section 9.04. Workmen's Compensation Insurance.

The Board may purchase and maintain in effect workmen's compensation insurance for employees of the Association, if any, to the extent that such insurance is required by law.

Section 9.05. Fidelity Insurance.

The Board may in its discretion obtain fidelity coverage against dishonest acts on the part of directors, officers, contractors, employees, or volunteers who handle or who

are responsible for handling the funds of the Association. Such fidelity bonds shall name the Association as obligee and shall be written in an amount equal to one hundred fifty percent (150%) of the estimated current annual Common Expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 9.06. Premiums.

Premiums for insurance purchased by the Board on behalf of the Association shall be paid by the Association as part of the Common Expenses.

Section 9.07. Policy Provisions.

Any insurer that has issued an insurance policy to the Association under this Article shall also issue a certificate or memoranda of insurance to the Association and, upon request, to any Owner. The named insured under any policy of insurance shall be the Association, as trustee for the Owners, or its authorized representative. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of purchasing and maintaining insurance required by this Article, and adjustment of all losses related thereto, including: the collection and appropriate disposition of all insurance proceeds, the negotiation of all losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to administer such insurance. The Association shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the Owners and their Lenders, as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner. Insurance coverage obtained by the Association shall be primary insurance and may not be brought into contribution with insurance purchased by the Owners. Coverage must not be limited by any act or neglect by Owners or Occupants, which is not within control of the Association. Coverage may not be cancelled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days prior written notice to the Association and to any Owner to whom a certificate has been issued. All policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, Owners, Occupants and their respective agents and employees, and any defenses based on co-insurance or on invalidity arising from acts of the insured.

Section 9.08. Supplemental Insurance.

The Board may obtain such other policies of insurance in the name of the Association as the Board deems appropriate to protect the Association and Owners, including, without limitation, errors and omissions insurance for officers and trustees of the Association.

Section 9.09. Reserved.

Section 9.10 Insurance Obtained by Owners.

An Owner is encouraged to carry insurance in the form of a standard homeowners policy as the minimum to insure the residence and improvements on his Lot against loss

by fire or other casualty and include public liability insurance covering his individual liability for damage to persons or property occurring inside his Lot. An Owner may carry additional liability insurance covering exposure from the Ownership or use of the Common Roadway Easement. All such policies as may be carried by an Owner shall contain waivers of subrogation of claims against the Association, the Board, other Owners or Occupants, the Declarant and the agents and employees of each of the foregoing. All such policies as may be carried by an Owner shall not adversely affect or diminish any liability under any insurance obtained by the Association.

X - DESTRUCTION OF IMPROVEMENTS

Section 10.01. Common Property

The Association owns no real property at the time of this Declaration. All utilities, after installation by the Declarant, are owned and managed by the respective utility company, or in the case of waterlines, owned and operated by the nonprofit entity comprised of Lot Owners connected to a system. The Common Roadway Easements are not common area property owned by the Association, but are maintained by the Association as required by this Declaration. The roadbed is gravel and the drainage features are modest and both are easily and reasonably repaired. Property insurance for damage for roads and utilities is not reasonably available and is therefore not required of the Association.

Section 10.02. Procedure for Reconstruction

The Board shall contract to rebuild or repair any damaged or destroyed portions of the Common Roadway Easement and common property identified above in conformance with the original plans and specifications, or if the Board determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes, other governmental regulations or good standards and practices, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of the improvements on the Common Roadway Easement and common property.

XI - RIGHTS OF LENDERS

Section 11.01. Priority of Lenders

No breach of the Declaration herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any Lender made in good faith and for value encumbering any Lot, but all of said Restrictions shall be binding upon and effective against any Owner whose title to a Lot is derived through foreclosure, trustee's sale, or otherwise.

Section 11.02. Relationship with Assessment Liens

A lien under this Declaration has priority over each other lien and encumbrance on a lot except: (a) a lien or encumbrance recorded before the Original Declaration is recorded; (b) a first or second security interest on the lot secured by a mortgage or trust deed that is

recorded before a recorded notice of lien by or on behalf of the Association; or (c) a lien for real estate taxes or other governmental assessments or charges against the Lot.

XII - SPECIAL DECLARANT RIGHTS

Section 12.01. Reservation of Special Declarant Rights.

Declarant, and/or its individual members, intended to develop the Property, and continues to develop the Property, in multiple subdivision and construction phases. In connection with such development, up to and until the formal Transition Date as evidenced by the appropriate documentation, Declarant, and/or the individual members thereof, hereby reserves the following rights, without obtaining the approval of the Owners, the Association, or existing Lenders, but subject nevertheless to compliance with the terms of this Declaration and all applicable governmental laws and regulations:

(a) the right, by Supplemental Declaration or amendment to this Declaration and/or the Plat, to annex, to add any or all Additional Lands enumerated on Exhibit 2, to re-subdivide, reconfigure, or otherwise modify any Additional Lands owned by Declarant, and/or its individual members;

(b) the right, by written and recorded assignment referring to this Declaration, to assign its Declarant rights hereunder as to all or some of the Additional Lands to a purchaser who acquires for the purpose of succeeding said Declarant with the development of the Property, and the transfer of said Additional Land to any such purchaser-assignee shall not be deemed a conveyance for purpose of Section 4.03 hereof;

(c) the right to amend the Declaration as provided in Section 14.01;

All Declarant rights contained in this Declaration to annex Additional Land shall extend equally to the individual members of the Declarant LLC, Curtis Oberhansly and Mark Austin, their successors and assigns. Said right to annex shall survive the Transition Date and the end of the period of developer control, so long as the Additional Land so annexed is enumerated on Exhibit 2 and has not been previously annexed.

Section 12.02. Supplemental Declaration.

A Supplemental Declaration shall be a written instrument in recordable form, recorded in the office of the County Recorder of Garfield County, Utah pursuant to which Declarant exercises any of the rights reserved in Section 12.01.

XIII - GENERAL PROVISIONS

Section 13.01. Enforcement.

(a) Generally. The Association, Declarant, or any Owner shall have the right to enforce, and seek interpretation of, all Restrictions and other provisions now or hereafter imposed by this Declaration, the Bylaws and Association Rules, or any respective amendments thereto, including the right to prevent the violation of any such Declaration, and the right to recover damages and other sums for such violation through the procedures set forth in Subsection 13.01(c). The individual Owner's rights against the Declarant, Association or other Owners as set forth above are limited, however, by the

provisions contained in this Declaration and the presumption that the Declarant and the Association acts on behalf of all Owners.

(b) **NO JURY TRIAL OR COURT ACTION.** EXCEPT AS SPECIFICALLY PROVIDED FOR IN SUBSECTION (D) BELOW, THE PARTIES WAIVE THEIR RIGHTS TO A TRIAL IN COURT OR BY JURY.

(c) **ALTERNATIVE DISPUTE RESOLUTION.** WITHIN THIRTY (30) DAYS OF ANY PARTY GIVING NOTICE TO THE OTHER OF A DISPUTE ARISING OUT OF OR RELATED TO THIS DECLARATION, OR ANY PARTY'S PERFORMANCE HEREUNDER, THE PARTIES SHALL ENGAGE IN AT LEAST THREE (3) HOURS OF MEDIATION BEFORE A MUTUALLY ACCEPTABLE MEDIATOR. UNLESS A PARTY WHO HAS BEEN REQUESTED TO PARTICIPATE IN MEDIATION FAILS TO PARTICIPATE IN, AND CONCLUDE THE MEDIATION PROCESS WITHIN SUCH 30-DAY PERIOD, NO PARTY MAY INITIATE AN ARBITRATION PROCESS UNTIL MEDIATION HAS FIRST OCCURRED. IF THE PARTIES CANNOT AGREE UPON A MEDIATOR, EACH PARTY SHALL APPOINT A NOMINEE AND THE NOMINEES SHALL THEN COLLECTIVELY MEET AND APPOINT ONE MEDIATOR. THE PARTIES SHALL MEDIATE IN GOOD FAITH. THE PARTIES ARE ALLOWED, BUT NOT REQUIRED TO PROVIDE THE MEDIATOR WITH (1) DOCUMENTS THAT ARE RELEVANT OR MATERIAL TO THE ISSUE AND (2) A WRITTEN POSITION PAPER STATING THEIR POSITION ON THE DISPUTE. THE FEES OF THE MEDIATOR SHALL BE SHARED EQUALLY BY THE PARTIES, BUT ARE RECOVERABLE IN ACCORDANCE WITH SECTION 13.09. VENUE OF THE MEDIATION SHALL BE THE GARFIELD COUNTY, STATE OF UTAH. THIS PROVISION SHALL BE SPECIFICALLY ENFORCEABLE ACCORDING TO ITS TERMS, INCLUDING BUT NOT LIMITED TO AN ACTION IN COURT TO COMPEL MEDIATION. IF THE PARTIES DO NOT RESOLVE THEIR DISPUTES AT MEDIATION, THEN ANY PARTY MAY SUBMIT THE MATTER TO ARBITRATION. THE SAME PROCESS AS USED TO SELECT A MEDIATOR WILL BE APPLIED TO THE SELECTION OF AN ARBITRATOR AND VENUE WILL REMAIN IN GARFIELD COUNTY, UTAH. NO MEDIATOR OR ARBITRATOR SHALL HAVE, PRESENTLY OR IN THE PAST, ANY RELATIONSHIP TO A PARTY, INCLUDING BUT NOT LIMITED TO THAT OF ATTORNEY, BUSINESS PARTNER, OR BROKER, AND NO MEDIATOR OR ARBITRATOR SHALL BE SELECTED WHO IS NOT QUALIFIED UNDER THE UTAH COURTS PROGRAM, UNLESS MUTUALLY AGREED TO BY THE PARTIES. THE DECISION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON THE PARTIES, SUBJECT ONLY TO APPEAL UNDER THE UTAH ARBITRATION ACT, SECTION 78B, TITLE 11. THE ARBITRATOR SHALL SET SUCH LIMITS ON DISCOVERY AS THE ARBITRATOR DEEMS APPROPRIATE AND WILL NOT BE BOUND BY THE RULES OF EVIDENCE, BUT MAY GIVE SUCH WEIGHT TO THE EVIDENCE PRESENTED AS THE ARBITRATOR MAY DEEM APPROPRIATE UNDER THE CIRCUMSTANCES. THE ARBITRATOR MAY ALSO ORDER EQUITABLE RELIEF, INCLUDING INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE. NO MEDIATOR OR

**ARBITRATOR SHALL BE RELATED TO A PARTY AND A MEDIATOR OR
ARBITRATOR NEED NOT RESIDE IN GARFIELD COUNTY.**

(d) Notwithstanding any provision to the contrary, the Association reserves the right to proceed in the courts at law or in equity to enforce the provisions of Article V and VI and for injunctive relief.

Section 13.02. No Waiver.

Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or Association Rules, in any certain instance or on any particular occasion or over any period of time shall not be deemed a waiver of such right of enforcement as to the existing breach or any future breach of the same or any other Restriction or provision. Laches shall not apply. The foregoing does not apply to existing structures that were duly approved by the Architectural Committee or installed by the Declarant. Any major structural infraction must be caught and pointed out to the applicant in writing during course of construction, such as height violations or improvements that would be unduly onerous to correct after the fact; however, any improvement that was not approved as part of the application and approval process, remains an infraction, is not waived due to failure to enforce on the part of the Association and is subject to any and all remedies of the Association to bring said violation into compliance.

Section 13.03. Cumulative Remedies.

All rights, options and remedies of Declarant, the Association, the Owners or the Lenders under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Lenders shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

Section 13.04. Severability.

If any provision of the Declaration, which includes Appendix A, the Development Standards, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of the Declaration shall be construed as if such invalid part were never included therein.

Section 13.05. Covenants to Run With The Land.

The Declaration and other provisions of this Declaration shall run with and bind the Property as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of this Declaration, the Articles, Bylaws, Plat, Rules or other governing document of the Association.

No amendment to this Declaration shall have the effect of amending the Conservation Easements recorded against the Property, which constitute binding burdens

and servitudes, and after the Transition Date shall not be subject to the any of the amendment provisions of this Declaration. Prior to the Transition Date, it is incumbent upon the Declarant to file a Record of Survey with the Garfield County Recorder's Office.

Also prior to the Transition Date, it is incumbent upon the Declarant to use reasonable efforts to grant an enforceable interest in the Conservation Easements held by the Declarant (as defined by current laws and regulations at the time) to an independent Trust Organization for the specific purpose of overseeing the integrity and enforcement of such a Conservation Easement Agreements. In the event that no such Trust Organization is reasonably willing or able to accept all or any part of the Conservation Easement interests binding all or any part of the Property, then said interests shall be assigned by the Declarant or Holder to the Association, and the Association shall accept said assignment and, as the Holder, shall enforce the assigned Conservation Easements to preserve and protect the conservation values of the subject Property. The Association may assign Conservation Easements to a Land Trust organization qualified under the laws of the State of Utah; however, said assignment shall not relieve the Association of the above duties to continue to preserve and protect the conservation values of the Property.

Section 13.06. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a first-class, single family, residential community and for the maintenance of the Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of this Declaration, the Articles, Bylaws, Plat, Rules or other governing document of the Association. If for any reason the Declaration does not comply with the Act, such noncompliance does not render a Lot unmarketable or otherwise affect the title if the failure is insubstantial.

Section 13.07. Gender and Number.

Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

Section 13.08. Nuisance.

The result of every act of omission whereby any provision contained in this Declaration and Development Standards or any provision contained in the Bylaws or Association Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

Section 13.09. Attorneys' Fees.

In the event mediation, arbitration or other action is instituted to enforce any of the provisions contained in this Declaration and Development Standards, the Bylaws, or Association Rules, the party prevailing in such action shall be entitled to recover, from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including those incurred in the mediation and arbitration.

Section 13.10. Notices.

Any notice to be given to an Owner or the Association under the provisions of this Declaration shall be given in the manner provided for in the Bylaws.

Section 13.11. Effect of Declaration.

This Declaration is made for the purposes set forth in the recitals in this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. Declarant shall have no liability whatsoever if any of the provisions of this Declaration and Development Standards, the Bylaws or Association Rules are determined to be unenforceable in whole or in part or under certain circumstances.

Section 13.12. Reserved.

Section 13.13. Non-liability of Officials.

To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error, or negligence if such Board member or officer acted in good faith within the scope of his or their duties.

Section 13.14. Use of Funds Collected by the Association.

All funds collected by the Association, including Assessments and contributions to the Association paid by Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for non-profit purposes of the Association in managing, maintaining, caring for, and preserving the areas maintained by the Association and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Common Roadway Easements and other expenditures made for other permitted purposes as set forth in this Declaration).

Section 13.15. Owner Liability and Indemnification.

Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligence of that Owner or such Owner's family members, tenants, guests or invitees.

Section 13.16. Conflicting Provisions.

In the case of any conflict between this Declaration, the Development Standards, the Bylaws, or Association Rules, this Declaration shall control.

XIV - AMENDMENTS

Section 14.01. Amendments by Declarant.

Declarant, (without obtaining the approval of Owners, the Association, or existing Lenders) may unilaterally amend or modify this Declaration in the exercise of its rights as set forth in ARTICLES XII and XV of this Declaration. Also, notwithstanding anything herein to the contrary, Declarant shall have the unilateral right (without obtaining the approval of the Owners, the Association, or existing Lenders) to amend this Declaration until the Transition Date (as defined in Section 4.03 of the Declaration) in any manner and for any reason Declarant shall determine to be reasonable and necessary in the exercise of Declarant's discretion, including, without limitation: (i) to correct a technical error or inconsistency of the Declaration, or (ii) to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, or (iii) for such other reason as the Declarant determines in its best interest and without limitation at any time prior to the Transition Date. The right to amend this Declaration is strictly limited to the Declarant, Black Boulder Mesa Properties, LLC and does not grant that right to its individual members, their successors, heirs or assigns, notwithstanding any provision in this Declaration to the contrary or that could be interpreted otherwise.

Section 14.02. General Amendment Requirements.

Except as permitted in Section 14.01, this Declaration may be amended only by vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated and then by such method only after the transition date as described herein.

14.03. Protection of Declarant Rights.

An amendment shall not terminate or decrease any unexpired right of Declarant, or period of Declarant control, unless the Declarant approves or consents in writing. No rule of the Association or Board action by the Association may interfere with Declarant's ability to develop the Property.

Section 14.04. Execution of Amendments.

An amendment or revocation which only requires the execution of an instrument by Declarant as hereinabove provided shall be effective when executed by Declarant and when recorded in the office of the County Recorder of Garfield County, Utah. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been so approved, and when the amendment has been recorded in the office of the County Recorder of Garfield County, Utah.

Section 14.05. Lender Approval.

If a security holder's consent is a condition for amending the Declaration or Bylaws, the security holder's consent is presumed given, even if not actually given, if the Association complies with Section 210 of the Act.

XV - ADDITIONAL LANDS

Section 15.01. Annexation by Declarant.

Declarant and its individual Members, Mark Austin and Curtis Oberhansly, including their successors or assigns, retain the unconditional right to expand the Property subject to this Declaration by the annexation of all or part of the Additional Land enumerated on Exhibit 2, or on Exhibit C to the Original Declaration, which has been incorporated herein by reference and shall survive this Amended and Restated Declaration. This right is unaffected by the Transition Date, and shall survive the Transition Date and Declarant's surrender of developer control, so long as the annexed land is enumerated on Exhibit 2 hereto, or Exhibit C to the Original Declaration. The annexation of such land shall become effective upon the recordation in the office of the County Recorder of Garfield County, Utah, of a Supplemental Declaration which (i) describes the land to be annexed, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to the Declaration, (iii) sets forth such additional limitations, restrictions, covenants, and conditions as are applicable to the annexed land, and (iv) is signed by the Declarant, or in the specific instances enumerated below, the Owner of the Additional Land, be it the Declarant, Mark Austin, Curtis Oberhansly or their heirs, successors and assigns. The authority to annex any remaining Additional Land, that is shown on Exhibit 2, or Exhibit C to the Original Declaration, and not previously annexed, is hereby granted to the individual Declarant member who is the owner of said Additional Lands, his successor, heirs or assigns, said authority granted notwithstanding any provision of Section 12.01 or other provisions of this Declaration. This authority also constitutes limited power of attorney, as evidenced by the signatures of Mark M. Austin and Curtis K. Oberhansly affixed hereto, for the following limited purpose only: said owner of the Additional Lands is hereby authorized to sign, solely and individually on behalf of the Declarant, a Supplemental Declaration to be duly recorded annexing said owner's Additional Lands or any part thereof. The land so annexed shall become part of the Property, and shall be subject to the rights, covenants and obligations herein contained. Such annexation may be accomplished in one or more annexations without limitation as to size or location within the Additional Land.

Section 15.02. Limitation on Annexation.

The rights of annexation provided for in Section 15.01 shall be subject to the following limitations, conditions and rights:

(a) the annexed land must either be (1) part of the land described as Additional Land on Exhibit C to the original Declaration cited above in Recital A hereto, or (2) as described on Exhibit 2 to this Amended and Restated Declaration. Any land added to this

amended Exhibit 2 was part and parcel of the original purchases of properties by the Declarant, or the Declarant's members, Mark M. Austin and Curtis K. Oberhansly, between 1996 and 2000 as reflected in the records of the Garfield County Recorder's Office, for the purpose of enhancing, protecting or facilitating the Mesa development;

(b) all Lots added shall be for residential purposes and subject to the same restrictions as provided for in this Declaration;

(c) the configuration of annexed land as to Lot size and the nature, quantity or quality of improvements shall be in the discretion of the Declarant or its assigns, so long as it complies with the terms and conditions of this Declaration;

(d) the right to annex Additional Land shall not be limited, expire or otherwise be altered as of, or because of, the Transition Date.

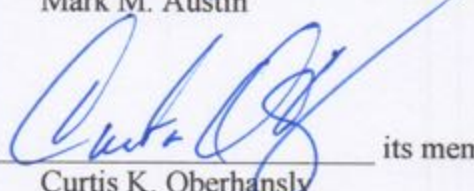
Section 15.03. Expansion of Definitions.

In the event the Property is expanded, the definitions used in this Declaration shall automatically be expanded to encompass and refer to the Property so expanded. E.g., "Property" shall mean the real property described in the recitals of this Declaration plus any additional real property added by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 19 day of June 2018.

The Black Boulder Mesa Properties, L.L.C, Declarant.

By:  its member
Mark M. Austin

By:  its member
Curtis K. Oberhansly

STATE OF UTAH)
) ss-
COUNTY OF GARFIELD)

On this, the 19 day of June 2018, before me, the above signed Mark M. Austin, personally appeared, who acknowledged himself to be a member of BLACK BOULDER MESA PROPERTIES, L.L.C, a Utah Limited Liability Company, and that he, as such a member, being authorized so to do, executed the foregoing instrument for the purpose therein contained and in the capacity therein stated.

WITNESS my hand and official seal.

STATE OF UTAH)
) ss-
COUNTY OF GARFIELD)

Judith Davis
NOTARY PUBLIC



On this, the 19 day of June 2018, before me, the above signed Curtis K. Oberhansly personally appeared, who acknowledged himself to be a member of BLACK BOULDER MESA PROPERTIES, L.L.C, a Utah Limited Liability Company, and that he, as such a member, being authorized so to do, executed the foregoing instrument for the purpose therein contained and in the capacity therein stated.

WITNESS my hand and official seal.

Judith Davis
NOTARY PUBLIC



PAGE 51 INTENTIONALLY LEFT BLANK
PAGES 52 THROUGH 54 ARE INTENTIONALLY MISSING

EXHIBIT 1
PROPERTY DESCRIPTIONS
BLACK BOULDER MESA
COVENANTS, CONDITIONS AND RESTRICTIONS
(Parcel and Lot numbers for reference on Record of Survey
attached hereto as Exhibit 4)

ORIGINAL DECLARATION (recorded October 23, 1997 as Entry No. 217211 in Book 336, Pages 544-586) (Subdivision Plat Phase 1 - Lots 1 - 10)

All in Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian:

W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-6) (Parcel 1)
NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-8) (Parcel 2)
NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-10) (Parcel 3)
E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-9) (Parcel 4)
SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-14) (Parcel 5)
SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-13) (Parcel 6)
NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-11) (Parcel 7)
NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-12) (Parcel 8)
SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-7) (Parcel 9)
SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-15) (Parcel 10)

ADDED BY 1st SUPPLEMENTAL DECLARATION (recorded June 29, 1999 as Entry No. 221006 in Book 347 at Pages 478-483)

Parcel 11:

The Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-52-B-2-1)

ADDED BY 2nd SUPPLEMENTAL DECLARATION (recorded May 11, 2000 as Entry No. 223067 in Book 353 at Pages 108-111)

Parcel 24:

The Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-1)

Parcel 25:

The Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-2)

ADDED BY 3rd SUPPLEMENTAL DECLARATION (recorded October 30, 2000 as Entry No. 224177 in Book 356 at Pages 196-199)

Parcel 26:

The Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-3)

ADDED BY 4th SUPPLEMENTAL DECLARATION (recorded May 8, 2001 as Entry No. 225251 in Book 359 at Pages 331-334)

Parcel 27:

The Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-53-B-6-1-1)

ADDED BY 5th SUPPLEMENTAL DECLARATION (recorded April 9, 2002 as Entry No. 227303 in Book 366 at Pages 148-151)

Parcel 23:

The Southeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-5)

ADDED BY 6th SUPPLEMENTAL DECLARATION (recorded March 5, 2004 as Entry No. 232064 in Book 382 at Pages 0661-0666)

Parcel 20:

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-52-B-16)

Parcel 21:

The Northeast Half of the West half of the Northwest Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5)

Parcel 22:

The Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-6)

ADDED BY 7th SUPPLEMENTAL DECLARATION (recorded August 30, 2004 as Entry No. 233381 in Book 387 at Pages 190-195)

Parcel 18:

The Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-52-B-3-1)

ADDED BY 8th SUPPLEMENTAL DECLARATION (recorded October 26, 2004 as Entry No. 233782 in Book 388 at Pages 326-329)

Parcel 29:

The Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-4)

ADDED BY 9th SUPPLEMENTAL DECLARATION (recorded November 16, 2004 as Entry No. 233941 in Book 388 at Page 852-855)

Parcel 28:

The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-53-B-6-1)

ADDED BY 10th SUPPLEMENTAL DECLARATION (recorded June 7, 2006 as Entry No. 238985 in Book 403 at Page 8-11)

Parcel 30 (covenants restricting to one single family -- 80 acres)

The Northeast Quarter of the North half of the Northeast Quarter of the Northwest Quarter of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-53-B-6-3)

The Southeast Quarter of the Southwest Quarter; the East Half of the Northwest Quarter of the Southwest Quarter; and the East Half of the Southwest Quarter of the Southwest Quarter of Section 29, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-54-B-2)

ADDED BY 11th SUPPLEMENTAL DECLARATION (recorded June 1, 2007 as Entry No. 244881 in Book 415 at Page 468-471)

Parcel 19A:

The North half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter; and the Northwest Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter; and the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-52-B-17)

ADDED BY 12th SUPPLEMENTAL DECLARATION (recorded February 15, 2008 as Entry No. 250235 in Book 426 at Pages 678-682)

Parcel 19B:

The South half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter; and the Southeast Half of the Northeast Quarter of the Southeast Quarter of the

Southeast Quarter of the Southwest Quarter; and the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter; and the Southeast Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-52-B-18)

ADDED BY 13th SUPPLEMENTAL DECLARATION (recorded May 28, 2008 as Entry No. 251663 in Book 431 at Pages 752-758)

Lots 1 – 5: Long Neck Drive Subdivision Phase 1, Plat recorded December 28, 2007 as Entry 249441 (LNDS-1, LNDS-2, LNDS-3, LNDS-4, LNDS-5)

ADDED BY 14th SUPPLEMENTAL DECLARATION (recorded June 10, 2009 as Entry No. 254845 in Book 442 at Pages 281-300)

Parcel 16:

The Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-52-B-19)

ADDED BY 15th SUPPLEMENTAL DECLARATION (recorded November 10, 2015 as Entry No. 267898 in Book 492 at Pages 802-807)

Parcel 34: (covenants restricting to agricultural use – 35 acres)

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter; and the Southeast Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-52-B-4)

The West half of the Southwest Quarter of the Southwest Quarter of Section 29, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-54-B)

ADDED BY 16th SUPPLEMENTAL DECLARATION (recorded December 1, 2015 as Entry No. 267959 in Book 493 at Pages 120-125)

Parcel 35: (covenants restricting to one single family - 130 acres)

Northwest Quarter of the Northeast Quarter; The Northeast Quarter of the Southeast Quarter of the Northeast Quarter; The Northwest Quarter of the Southeast Quarter of the Northeast Quarter; The North Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter; The North Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter; The Northeast Quarter of the Southwest Quarter of the Northeast Quarter; The Northwest Quarter of the Southwest Quarter of the Northeast Quarter; The North Half of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter; The North Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter; The East Half of the Southeast Quarter of the Northwest Quarter;

and the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-52-B-2)

ADDED BY 17th SUPPLEMENTAL DECLARATION (recorded August 24, 2016 as Entry No.269255 in Book 498 at Pages 841 to 846)

Parcel 15B: Beginning at a point that is located N 89°52'58" E 1586.40 feet along the Quarter Section line from the West Quarter Corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 00°06'02" E 662.27 feet; thence N 89°53'06" E 317.29 feet; thence S 00°06'45" W 662.26 feet; thence S 00°05'12" W 988.71 feet; thence S 89°55'07" W 399.05 feet to the centerline of Pinion Branch Drive West; thence along said centerline N 35°02'25" W 137.79 feet to the point of curvature on a 200.01 foot radius curve to the left; thence continuing along said centerline Northwesterly 133.37 feet along the arc of said curve (Chord Bears N 54°08'34" W 130.91 feet) to the point of tangency; thence continuing along said centerline N 73°14'47" W 52.12 feet; thence N 43°55'21" E 458.06 feet; thence N 00°05'49" E 454.17 feet to the point of beginning. (ER-52-B-21)

Parcel 13: Beginning at a point that is located N 89°52'58" E 1269.12 feet along the Quarter Section Line from the West Quarter corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 00°08'44" E 662.28 feet; thence N 89°53'06" E 317.09 feet; thence S 00°07'45" W 662.27 feet; thence S 00°04'50" W 454.17 feet; thence S 43°55'21" W 458.06 feet to the centerline of Pinion Branch Drive North; thence along said centerline the following five (5) courses and distances: (1) N 73°14'47" W 70.92 feet to the point of curvature on a 150.00 foot radius curve to the right, (2) Northwesterly 34.06 feet along the arc of said curve (Chord bears N 66°44'27" W 33.99 feet) to the point of tangency, (3) N 60°14'08" W 30.39 feet to the point of curvature on a 200.00 foot radius curve to the left, (4) Westerly 63.38 feet along the arc of said curve (Chord bears N 69°18'53" W 63.12 feet) to the point of tangency, and (5) N 78°23'38" W 47.81 feet; thence N 05°22'09" E 147.20 feet; thence N 43°55'21" E 314.65 feet; thence N 00°04'52" E 329.40 feet to the point of beginning. (ER-52-B-20)

ADDED BY 18th SUPPLEMENTAL DECLARATION (recorded February 15, 2008 as Entry No. 250235 in Book 426 at Pages 678-682)

Parcel 15a:

BEGINNING AT A POINT THAT IS LOCATED N 89°52'58" E 1269.12 FEET ALONG THE QUARTER SECTION LINE AND S 00°04'52" W 1317.60 FEET ALONG THE SIXTEENTH SECTION LINE FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 73°14'47" E 52.12 FEET; TO THE POINT OF CURVATURE ON A 200.01 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 133.37 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS S 54°08'34" E, 130.91 FEET) TO THE POINT OF TANGENCY;

THENCE S 35°02'25" E 137.79 FEET; THENCE N 89°55'07" E 399.05 FEET; THENCE S 00°03'40" W 329.35 FEET; THENCE S 89°55'29" W 634.58 FEET; THENCE S 89°55'29" W 634.64 FEET; THENCE N 43°56'40" E 457.90 FEET; THENCE N 89°54'51" E 317.34 FEET; THENCE N 00°04'52" E 204.81 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.12 ACRES

ADDED BY 19th SUPPLEMENTAL DECLARATION (recorded October 6, 2017 as Entry No. 271852 in Book 510 at Pages 542-568) (Pasture Lots)

Pasture Lot 1:

Beginning South 0°04'44" West 658.39 feet along Section Line and North 89°47'48" West 736.90 feet from the East 1/4 corner of Section 25, Township 33 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 1°28'30" W. 945.09 feet to a point on a fence line and on the North line of a 50 foot parcel; thence North 89°35'26" W. 194.65 feet along said 50 foot parcel and fence line; thence North 1°48'42" W. 100.95 feet; thence N. 23°50'59" W. 923.46 feet; thence South 89°47'48" E. 595.57 feet to the Point of Beginning. Containing 8.16 acres, more or less (B-30-2)

Pasture Lot 2:

Beginning at a point that is N. 89°41'31" W. 660.82 feet and S. 00°05'24" W. 661.93 feet from the East Quarter Corner of Section 25, Township 33 South, Range 4 East, Salt Lake Base & Meridian; running thence S. 89°39'05" E. 117.57 feet to a point on an existing fence; thence the following seven (7) courses along said fence: (1) S. 16°30'39" E. 41.01 feet; (2) S. 21°41'51" E. 174.72 feet; (3) S. 31°48'26" E. 110.88 feet; (4) S. 12°16'47" E. 125.49 feet; (5) S. 14°52'59" E. 70.73 feet; (6) S. 33°44'51" E. 72.86 feet; and (7) S. 25°37'03" E. 99.47 feet to a fence corner; thence S. 25°37'03" E. 75.91 feet to a point on an existing road right-of-way; thence the following three (3) courses along said right-of-way: (1) S. 40°13'53" W. 10.58 feet; (2) S. 42°59'12" W. 242.74 feet; and (3) S. 81°44'44" W. 344.90 feet to the East line of Parcel B-30-2; thence N. 01°28'30" E. 942.24 feet along said East line; thence S. 89°39'05" E. 76.00 feet to the Point of Beginning. Containing 7.58 acres (B-32-1-1-1)

ADDED BY 20th SUPPLEMENTAL DECLARATION (recorded October 6, 2017, 2008 as Entry No. 271855 in Book 569 at Pages 569-618) (Long Neck Ph. 2 - Lots 6, 7, 8 And 9)

Lot 6:

All of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.
Containing 10.01 acres.

Lot 7:

All of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.
Containing 10.01 acres.

Lot 8:

All of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Containing 10.01 acres.

Lot 9:

All of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Containing 10.02 acres.

ADDED BY 21st SUPPLEMENTAL DECLARATION (recorded December 6, 2017 as Entry No. 272185 in Book 511 at Pages 900-0011) (West End)

Parcel 12A:

Beginning at the West Quarter Corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 89°52'58" E 840.60 feet along the Quarter Section Line; thence S 00°04'58" W 279.85 feet; thence S 25°50'44" W 305.46 feet; thence S 65°46'27" W 254.64 feet; thence S 89°54'31" W 475.76 feet to the Section Line; thence N 00°04'58" E 658.28 feet along the Section Line to the Point of Beginning.

Containing 11.69 acres.

Parcel 12B:

Beginning at a point that is located S 00°04'58" W 926.45 feet along the Section Line from the West Quarter Corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 00°04'58" E 268.17 feet along the Section Line; thence N 89°54'31" E 475.76 feet; thence N 65°46'27" E 254.64 feet; thence N 25°50'44" E 305.46 feet; thence N 00°04'58" E 279.85 feet to the Quarter Section Line; thence N 89°52'58" E 428.52 feet along said Quarter Section Line to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 30; thence S 00°05'52" W 329.34 feet along the One-sixteenth Section Line; thence S 43°55'21" W 314.65 feet; thence S 05°22'09" W 147.20 feet to the centerline of Pinion Branch Drive West; thence N 60°29'47" W 112.69 feet; thence S 55°31'38" W 150.64 feet; thence S 32°01'12" W 230.91 feet; thence S 89°55'12" W 693.25 feet to the Point of Beginning.

Containing 11.27 acres.

Parcel 14:

Beginning at a point that is located S 00°04'58" W 926.45 feet along the Section Line from the West Quarter Corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 89°55'12" E 693.16 feet; thence N 32°01'12" E 230.91 feet; thence N 55°31'38" E 150.64 feet; thence S 60°29'47" E 112.69 feet to the centerline of Pinion Branch Drive West; thence along said centerline the following five (5) courses and distances: (1) S 78°23'38" E 47.81 feet to the point of curvature on a 200.00 foot radius curve to the right, (2) Easterly 63.38 feet along the arc of said curve (chord bears S 69°18'53" E 63.12 feet) to the point of tangency, (3) S 60°14'08" E 30.39 feet to the point of curvature on a 150.00 foot radius curve to the left, (4) Southeasterly 34.06 feet along the arc of said curve (chord bears S 66°44'27" E 33.99 feet) to the point of tangency, and

(5) S 73°14'47" E 71.02 feet to the One-sixteenth Section Line; thence S 00°04'52" W 204.78 feet along said line; thence S 89°54'51" W 317.44 feet; thence S 43°56'40" W 457.98 feet to the One-Sixteenth Section Line; thence S 89°55'29" W 634.37 feet along said line to the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 30; thence N 00°04'58" E 390.22 feet along the Section Line to the Point of Beginning.

Containing 10.29 acres.

Parcel 17:

All of the Northwest Quarter of the Southeast Quarter of the Southwest of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Containing 9.60 acres.

ADDED BY 22nd SUPPLEMENTAL DECLARATION (recorded December 6, 2017 as Entry No. 2721193 in Book 512 at Pages 12-51) (East End)

Parcel 31:

The E1/2 of the NW1/4 of the NW1/4, the SW1/2 of the SW1/4 of the SW1/4 of the NW1/4 of the NE1/4 of the NW1/4, and the NW1/2 of the NW1/4 of the NW1/4 of the SW1/4 of the NE1/4 of the NW1/4 of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. Containing 20.58 acres.

Parcel 32:

The SW1/2 of the N1/2 of the NE1/4 of the NW1/4 (the north line of said SW1/2 running from the Northwest Corner to the Southeast Corner of said N1/2), the NE1/2 of the S1/2 of the NE1/4 of the SW1/4 of the NE1/4 of the NW1/4 (the south line of said NE1/2 running from the Northwest Corner to the Southeast Corner of said S1/2), the N1/2 of the NE1/4 of the SW1/4 of the NE1/4 of the NW1/4, and the N1/2 of the SE1/4 of the NE1/4 of the NW1/4 of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. LESS AND EXCEPTING the SW1/2 of the SW1/4 of the SW1/4 of the NW1/4 of the NE1/4 of the NW1/4 of said Section 32. Containing 16.53 acres.

Parcel 33:

Beginning at the Southwest Corner of the NE1/4 of the NW1/4 of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian; running thence N 00°05'40" E 495.42 feet along the 1/16th section line to a 1/1024th corner; thence N 45°00'23" E 233.05 feet to a 1/1024th corner; thence S 89°52'20" E 164.54 feet along the 1/64th section line to a 1/256th corner; thence S 00°05'40" W 165.15 feet along the 1/256th section line to a 1/1024th corner; thence S 63°13'31" E 368.29 feet to a 1/256th corner; thence S 89°52'05" E 658.15 feet along the 1/256th section line to a 1/256th corner; thence S 00°05'38" W 330.37 feet along the 1/4 section line to a 1/16th corner; thence N 89°51'50" W 454.49 feet along the 1/16th section line; thence N 00°08'10" E 199.30 feet; thence N 89°51'50" W 300.00 feet; thence S 00°08'10" W 199.30 feet to the 1/16th section line; thence N 89°51'50" W 561.81 feet along the 1/16th section line to the Point of Beginning.

Containing 11.42 acres.

EXHIBIT 2
ADDITIONAL LANDS

PAGE 1

Portions of Section 29, 30 and 32, Township 33 South, Range 5 East, Salt Lake Base and Meridian located in Garfield County, Utah described as follows:

Parcel 1:

Beginning at the South quarter corner of Section 29, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence South 00°05'27" East 1321.50 feet; thence North 89°57'23" West 458.41 feet; thence North 00°02'38" East 200.00 feet; thence North 89°57'23" West 300.00 feet; thence South 00°02'38" West 200.00 feet; thence North 89°49'44" West 1213.86 feet; thence North 00°05'00" West 1321.40 feet; thence North 89°52'50" West 658.18 feet to the Southwest corner of Section 29, Township 33 South, Range 5 East, Salt Lake Base and Meridian; thence South 89°53'54" West 660.80 feet; thence North 00°08'18" East 661.54 feet; thence North 44°59'51" East 937.47 feet; thence South 89°47'11" East 657.60 feet; thence North 00°08'01" East 1322.13 feet; thence South 89°41'31" East 657.03 feet; thence South 00°06'31" West 1321.05 feet; thence South 89°47'11" East 1315.21 feet; thence South 00°03'32" West 1318.89 feet to the point of beginning. Containing 173.30 acres.

Parcel 2:

Beginning at the West quarter corner of Section 29, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence North 00°01'02" East 330.38 feet; thence South 89°53'29" West 2646.55 feet; thence South 00°04'41" West 2315.13 feet; thence North 89°53'54" East 661.03 feet; thence South 00°05'53" West 661.41 feet; thence North 89°53'54" East 1321.60 feet; thence North 00°08'18" East 661.54 feet; thence North 44°59'51" East 937.47 feet; thence South 89°47'11" East 657.60 feet; thence North 00°08'01" East 1322.13 feet; thence North 89°41'31" West 657.03 to the point of beginning. Containing 175.63 acres.

Parcel 3:

All of the Northwest quarter of the Northeast quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.
All of the North half of the Southeast quarter of the Northeast quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.
All of the North half of the Southwest quarter of the Northeast quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.
All of the North half of the South half of the Southeast quarter of the Northeast quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Continued:

All of the North half of the South half of the Southwest quarter of the Northeast quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

All of the East half of the Southeast quarter of the Northwest quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

All of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

All of the West half of the Southeast quarter of the Northwest quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Section 30. Township 33 South. Range 5
East:

NW 1/4 NW 1/4 SW 1/4;
NE 1/4 NW 1/4 SW 1/4;
NW 1/4 NE 1/4 SW 1/4;
SE 1/4 NW 1/4 SW 1/4;
SW 1/4 NE 1/4 SW 1/4;
SE 1/4 NE 1/4 SW 1/4;
W 1/2 SE 1/4 SW 1/4;
E 1/2 SE 1/4 SW 1/2;
SW 1/4 SW 1/4 SE 1/4.

Section 31. Township 33 South. Range 5
East:

NE 1/4 W 1/2 NW 1/4 NE 1/4
E 1/2 NW 1/4 NE 1/4
W 1/2 NE 1/4 NE 1/4
E 1/2 NE 1/4 NE 1/4

Section 32. Township 33 South. Range 5
East:

W 1/2 NW 1/4 NW 1/4

Continued:

Pasture Lots:

Pasture Lot 1:

Beginning South 0°04'44" West 658.39 feet along Section Line and North 89°47'48" West 736.90 feet from the East 1/4 corner of Section 25, Township 33 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 1°28'30" W. 945.09 feet to a point on a fence line and on the North line of a 50 foot parcel; thence North 89°35'26" W. 194.65 feet along said 50 foot parcel and fence line; thence North 1°48'42" W. 100.95 feet; thence N. 23°50'59" W. 923.46 feet; thence South 89°47'48" E. 595.57 feet to the Point of Beginning. Containing 8.16 acres, more or less (Tax ID #B-30-2)

Pasture Lot 2:

Beginning at a point that is N. 89°41'31" W. 660.82 feet and S. 00°05'24" W. 661.93 feet from the East Quarter Corner of Section 25, Township 33 South, Range 4 East, Salt Lake Base & Meridian; running thence S. 89°39'05" E. 117.57 feet to a point on an existing fence; thence the following seven (7) courses along said fence: (1) S. 16°30'39" E. 41.01 feet; (2) S. 21°41'51" E. 174.72 feet; (3) S. 31°48'26" E. 110.88 feet; (4) S. 12°16'47" E. 125.49 feet; (5) S. 14°52'59" E. 70.73 feet; (6) S. 33°44'51" E. 72.86 feet; and (7) S. 25°37'03" E. 99.47 feet to a fence corner; thence S. 25°37'03" E. 75.91 feet to a point on an existing road right-of-way; thence the following three (3) courses along said right-of-way: (1) S. 40°13'53" W. 10.58 feet; (2) S. 42°59'12" W. 242.74 feet; and (3) S. 81°44'44" W. 344.90 feet to the East line of Parcel B-30-2; thence N. 01°28'30" E. 942.24 feet along said East line; thence S. 89°39'05" E. 76.00 feet to the Point of Beginning. Containing 7.58 acres (Tax ID #B-32-1-1-1)

Ponderosa Trail Parcels:

Ponderosa Trail Parcel 1:

Beginning at a point North 00°04'52" East 988.69 feet along the Section line from the Southwest corner of Section 30, Township 33 South, Range 5 East of the Salt Lake Base and Meridian, and running thence North 00°04'52" East 327.97 feet along said Section line; thence North 89°55'51" East 1269.11 feet; thence South 00°04'50" West 329.435 feet; thence South 89°59'06" West 1168.16 feet; thence North 89°51'50" West 100.95 feet to the said Section line and the point of beginning. Containing 9.580 acres more or less. (Tax ID #ER-52-B-5-1-1)

Continued:

Ponderosa Trail Parcel 2:

Beginning at a point North 00°04'52" East 988.69 feet along the Section line and South 89°51'50" East 100.95 feet from the Southwest corner of Section 30, Township 33 South, Range 5 East of the Salt Lake Base and Meridian, and running thence North 89°59'06" East 1168.16 feet; thence South 00°04'50" West 369.435 feet; thence South 89°57'19" West 1024.60 feet; thence North 21 °08'26" West 396.62 feet to the point of beginning. Containing 9.305 acres more or less. (Tax ID #ER-52-B-5-1)

Entry Road Parcels (as shown on Exhibit 4, Record of Survey, dated 6/25/18):

"Black Ledge Road" entry portion – (Tax ID #B-30-3)

"Wives Piece" - (Tax ID #B-32-1)

"Coombs Triangle" – (Tax ID #B-26-1)

EXHIBIT 3

PARCELS AND LOTS IMPACTING A PROMINATE RIM FEATURE

Parcels 12A, 12B, 13, 14, 15A, 15B, 16, 17, 19A, 19B, 20, 21, 22, 23, 25, 26, 27, 30, 31, 32, and 33

Long Neck Lots 1, 2, 3, 4 and 5

AS IDENTIFIED ON EXHIBIT 4, RECORD OF SURVEY, FILED WITH THE
GARFIELD COUNTY RECORDER'S OFFICE ON JUNE 26, 2018
AS FILE NUMBER 985.

EXHIBIT 4

RECORD OF SURVEY BY TORGENSEN ENGINEERING, DATED 6/25/18, AND
FILED WITH THE GARFIELD COUNTY RECORDER'S OFFICE
ON JUNE 26, 2018 AS FILE NUMBER 985
(attached hereto)

OVERALL MAP FOR
BLACK BOULDER MESA & LONG NECK DRIVE
LOCATED IN SECTIONS 20, 30, 31 & 32, T. 33S., R. 5E., S. 88W.
TOWN OF BOULDER, GARFIELD COUNTY, UTAH

Lot #	Area	Dimensions	Volume
1	0.000000	0.000000	0.000000
2	0.000000	0.000000	0.000000
3	0.000000	0.000000	0.000000
4	0.000000	0.000000	0.000000
5	0.000000	0.000000	0.000000
6	0.000000	0.000000	0.000000
7	0.000000	0.000000	0.000000
8	0.000000	0.000000	0.000000
9	0.000000	0.000000	0.000000
10	0.000000	0.000000	0.000000
11	0.000000	0.000000	0.000000
12	0.000000	0.000000	0.000000
13	0.000000	0.000000	0.000000
14	0.000000	0.000000	0.000000
15	0.000000	0.000000	0.000000
16	0.000000	0.000000	0.000000
17	0.000000	0.000000	0.000000
18	0.000000	0.000000	0.000000
19	0.000000	0.000000	0.000000
20	0.000000	0.000000	0.000000
21	0.000000	0.000000	0.000000
22	0.000000	0.000000	0.000000
23	0.000000	0.000000	0.000000
24	0.000000	0.000000	0.000000
25	0.000000	0.000000	0.000000
26	0.000000	0.000000	0.000000
27	0.000000	0.000000	0.000000
28	0.000000	0.000000	0.000000
29	0.000000	0.000000	0.000000
30	0.000000	0.000000	0.000000
31	0.000000	0.000000	0.000000

OVERALL RRP \$700
CURTIS OBERHANSLEY
BLACK BOULDER MESA & LONG NECK DRIVE
BOULDER, COLORADO 80504
THE BUREAU OF SECURITIES, INC. 1000 N. 17TH ST., SUITE 100, BOULDER, CO 80502-1000

DATE: 08/01/08	TIME: 11:00	BY: J. L. L.	DATE: 08/01/08	TIME: 11:00	BY: J. L. L.
SCALE: 1"=400'			17818		

SCALE: 1"=400'

17818

LEGEND



Size Value				Line Value			
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction
1	N 87°23'00"E	428.82	13	N 87°23'00"E	156.17	25	N 87°23'00"E
2	S 87°23'00"E	204.36	14	S 87°23'00"E	204.36	26	S 87°23'00"E
3	N 87°23'00"E	204.36	15	N 87°23'00"E	204.36	27	N 87°23'00"E
4	S 87°23'00"E	204.36	16	S 87°23'00"E	204.36	28	S 87°23'00"E
5	N 87°23'00"E	204.36	17	N 87°23'00"E	204.36	29	N 87°23'00"E
6	S 87°23'00"E	204.36	18	S 87°23'00"E	204.36	30	S 87°23'00"E
7	N 87°23'00"E	204.36	19	N 87°23'00"E	204.36	31	N 87°23'00"E
8	S 87°23'00"E	204.36	20	S 87°23'00"E	204.36	32	S 87°23'00"E
9	N 87°23'00"E	204.36	21	N 87°23'00"E	204.36	33	N 87°23'00"E
10	S 87°23'00"E	204.36	22	S 87°23'00"E	204.36	34	S 87°23'00"E
11	N 87°23'00"E	204.36	23	N 87°23'00"E	204.36	35	N 87°23'00"E
12	S 87°23'00"E	204.36	24	S 87°23'00"E	204.36	36	S 87°23'00"E