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WASATCH COUNTY CORPORATION
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**SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

OF

STAR HARBOUR ESTATES, A UTAH SUBDIVISION

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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STAR HARBOUR ESTATES

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STAR HARBOUR ESTATES (this "Declaration"), is executed as of the 30th day of October, 2008, by the Star Harbour Estates Homeowners' Association, Inc., a Utah non-profit corporation (the "Association").

RECITALS

1. Declarant, Blue Ledge Corporation, Inc., previously executed that certain document entitled Declaration of Covenants, Conditions and Restrictions of Star Harbour Estates ("Original Declaration"), dated as of May 3, 2001, which was recorded in the Office of the Wasatch County Recorder on June 7, 2001 as Entry No. 233951 in Book 506 at Pages 675 through 709.
2. Declarant, Blue Ledge and Star Harbour Estates Homeowners' Association, subsequently executed that certain document entitled Amended and Restated Declaration of Covenants, Conditions and Restrictions of Star Harbour Estates and Bylaws of Star Harbour Estates Homeowners' Association, Inc. ("Amended Declaration"), dated August 16, 2001, which was recorded in the office of the Wasatch County Recorder on August 20, 2001 as Entry No. 236098 in Book 517 at Pages 421 through 458 inclusive.
3. The Original Declaration and the Amended Declaration pertain to and affect that certain real property located in Wasatch County, Utah described as Parcel 1 on Exhibit "A" attached hereto, which real property is the subject of the Record of Survey Plat of Star Harbour Estates that Declarant previously caused to be recorded in the Office of the Recorder of Wasatch County, Utah.
4. Declarant subsequently caused to be recorded in the Office of the Recorder of Wasatch County, Utah that certain First Amended Record of Survey Plat of Star Harbour Estates, which pertains to and affects that certain real property located in Wasatch County, Utah that is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
5. Together with this Second Amended Declaration, Declarant has caused to be recorded a Second Amended Record of Survey Plat of Star Harbour Estates, which pertains to and affects that certain real property located in Wasatch County, Utah that is more particularly described in "Exhibit "A" attached hereto and incorporated herein by this reference.
6. By this Declaration Declarant intends to amend and restate in its entirety the Amended Declaration, and Declarant hereby declares that this Declaration supersedes and replaces in its entirety the Amended Declaration.
7. Declarant intends that the various Lots described in this Declaration will be conveyed to Owners in fee simple.
8. By this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, and improvement of the Property and the interests therein conveyed and to establish thereon a residential subdivision in accordance with the terms hereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold,

conveyed, leased, rented, encumbered and used, subject to this Declaration and all of the terms, covenants, restrictions, limitations, and conditions set forth herein, all of which shall constitute covenants which run with the land and shall be binding upon and be for the benefit of Declarant, its successors and assigns and all Owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

ARTICLE I DEFINITIONS

When used in this Declaration (including that portion hereof headed "Recitals") the following terms shall have the meanings indicated below.

1.1 "Architectural Committee" shall mean the committee created pursuant to Article VII of this Declaration entitled "Architectural Committee".

1.2 "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, filed with the Utah State Department of Commerce, Division of Corporations and Commercial Code, and all subsequent modifications and amendments thereto.

1.3 "Association" shall mean and refer to STAR HARBOUR ESTATES HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation.

1.4 "Board or Board of Trustees" or "Trustees" shall mean and refer to the governing board of the Association, which shall be appointed or elected in accordance with this Declaration, the Articles of Incorporation and the Bylaws of the Association.

1.5 "Bylaws". shall mean the Bylaws of the Association attached to this Declaration as Exhibit "B" and recorded in the official records of the County concurrently with this Declaration and all subsequent modifications and amendments thereto.

1.6 "Common Areas" shall mean and refer to that part of the Property that is not included within the Lots, and that is not dedicated to the County or to a special service district created within the County, and that is specifically identified on the Plat as being Common Area. The Common Areas, if any, that are shown and identified as such on the Plat shall be owned by the Association. The Common Areas shall not include any portion of Lots 1 through 35, inclusive, nor any portion of Lot B, Lot C or the Parcel 2 Detention Pond.

1.7 "Condominiums" shall mean and refer to the Alpine Condominiums of Jordanelle, and the structures and land sited on former Lots 8, 9 and 10 in the Amended Survey Plat.

1.8 "County" shall mean and refer to Wasatch County in the State of Utah.

1.9 "Common Expense Fund" shall mean and refer to the fund created or to be created pursuant to the provisions of Article V of this Declaration and into which all monies of the Association shall be deposited.

1.10 "Common Expenses" shall mean and refer to those costs and expenses arising out of or connected with the maintenance and operation of the Project and the Association as described in Article V hereof.

1.11 "Declarant" shall mean and refer to the Star Harbour Estates Homeowners' Association, Inc., and/or any successor thereof, which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same

relation to the Property (or a portion thereof) as did its predecessor.

1.12 "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Star Harbour Estates, as the same may be hereafter modified, amended and supplemented. This Declaration amends and restates in its entirety the Amended Declaration. This Declaration supersedes and replaces in its entirety the Amended Declaration.

1.13 "Dwelling" shall mean the single family residential structure built or to be built on each Lot, except for former Lots 8, 9 and 10, and with respect to former Lots 8, 9 and 10, the term shall mean the residential condominium structures of the Alpine Condominiums at Jordanelle built on those Lots.

1.14 "Excavation" shall mean any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than 12 inches from the natural surface of the land, or any grading of the surface. Excavation shall include any activities for which an excavation or grading permit would be required under the ordinances and regulations as adopted by the County.

1.15 "Fill" shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from offsite or resulting from the regrading of excavated material from on-site, to raise the natural elevation of the surface. Fill shall also include any fill material as defined under the ordinances and regulations as adopted by the County.

1.16 "Improvement" shall mean any structure or appurtenance thereto of every type and kind within the Project, including but not limited to buildings, walkways, gutters, curbs, pipes, sprinkler pipes, conduit, garages, room additions, patio covers, spas, recreational facilities, roads, driveways, parking areas, fences, walls, screening walls, retaining walls, stairs, decks, patios, porches, balconies, chimneys, antennas, edges, windbreaks, poles, signs, exterior air conditioning and water softening fixtures or equipment, plantings, planted trees, shrubs, flowers, plants and other vegetation, landscaping of every kind, nature, or description, whether temporary or permanent, excepting personal property or equipment within, or usually within, a structure.

1.17 "Lot" shall mean and refer to any of the 32 separately numbered and individually described residential lots as shown on the Plat, which residential lots are designed and intended for use and occupancy as a single family residence, and the parcel created by the vacation of Lots 8, 9, and 10 to create the Alpine Condominiums of Jordanelle. Lot B, Lot C and the Parcel 2 Detention Pond, as shown on the Plat, shall not be included within the definition of "Lot," unless this Declaration and the Plat are amended to identify all or any portion of Lot B, Lot C or the Parcel 2 Detention Pond as numbered residential lots.

1.18 "Manager" shall mean and refer to the person, firm or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and Project.

1.19 "Member" shall mean and refer to every person who holds membership in the Association, including the Alpine Condominiums of Jordanelle Owners Association, Inc.

1.20 "Mortgage" shall mean any mortgage, deed of trust, or other document encumbering any portion of a Lot or interest therein as security for the payment of a debt or obligation.

1.21 "Mortgagee" shall mean a beneficiary of a Mortgage as identified therein.

1.22 "Owner" shall mean the person or persons, owning in fee simple a Lot in the Project, as such ownership is shown on the official records of the County or in the case of the Alpine Condominiums of Jordanelle, the Alpine Condominiums of Jordanelle Owners Association, Inc. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Lot pursuant to a judicial or nonjudicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure). The term "Owner" shall not refer to any person or persons purchasing a Lot under contract (until such contract is fully performed and legal title to the Lot is conveyed of record.)

1.23 "Permitted Improvements" shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

1.24 "Plat" shall mean and refer to the Second Amended Record of Survey Plat for Star Harbour Estates recorded in the official records of the County and all amendments and supplements thereto.

1.25 "Project" shall mean and refer to the Property and the plan of development and ownership of the Property created and governed by this Declaration, the Articles and the Bylaws.

1.26 "Property" shall mean and refer that certain real property that is subject to this Declaration, the legal description of which is set forth on Exhibit "A" attached to this Declaration and incorporated herein by this reference.

1.27 "State" shall mean the State of Utah in the United States of America.

ARTICLE II PROPERTY DESCRIPTION

The Property initially associated with the Project, which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration, consists of the real property situated in the County and State as further described on Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE III THE ASSOCIATION

3.1 Membership. Each Owner shall automatically, by acquiring title to a Lot, be a Member of the Association. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to the Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and membership in the Association cannot be transferred except in connection with the transfer of a Lot. The Association shall make available to the Owners and Mortgagees current copies of the Declaration, Articles, Bylaws and other rules governing the Project. The term "available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

3.2 Board of Trustees. Except as otherwise expressly set forth in this Declaration or in the Bylaws, all decisions by the Board of Trustees shall be effected by a majority of all the Trustees.

3.3 Votes. The Owner of each Lot, other than the vacated Lots 8, 9 and 10, shall be entitled to one (1) vote for each Lot owned. The Owners of Alpine Condominiums of Jordanelle shall be entitled to three (3) votes to be voted by the Alpine Condominiums of Jordanelle Owners Association, Inc. The number of votes appurtenant to each Lot shall be permanent and shall not change. In the event that there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. The votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the votes attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote pertaining to any such Lot shall not be counted for any purpose whatsoever, other than to determine the existence of a quorum. Except as otherwise expressly set forth in this Declaration or in the Bylaws, all decisions by the Owners shall be effected by a majority vote of all the Owners.

3.4 Professional Management. The Association may carry out through the Manager, those of its functions which are properly the subject of delegation as determined by the Association. The Manager so engaged shall be either an independent contractor or an agent or employee of the Association and shall be responsible for management of the Project for the benefit of the Association and the Owners. The Manager shall, to the extent permitted by law and by the terms of the management agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

ARTICLE IV PROPERTY RIGHTS IN COMMON AREAS AND LOTS

4.1 Description and Legal Status of Lots. The Plat shows each Lot, its location, its dimensions from which its size may be determined and the Common Areas. The Common Areas, if any, shall be owned by the Association for use by all of the Members. The Common Areas are not appurtenant to any of the Lots.

4.2 Estate of an Owner. The Project is hereby divided into the 32 residential Lots, the Alpine Condominiums of Jordanelle and also Lot B, Lot C and the Parcel 2 Detention Pond, as identified on the Plat, each consisting of a fee simple interest.

4.3 Title. Title to a Lot may be held or owned by any person or more than one person and in any manner in which title to any other real property may be held or owned in the State, including, without limitation, joint tenants or tenancy in common.

4.4 Inseparability. No part of a Lot or the legal rights comprising ownership thereof may be separated from any other part thereof or subdivided, so that each Lot shall always be conveyed, devised, encumbered or otherwise affected only as a complete Lot. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration. The Common Areas, if any, shall be owned by the Association for use by all of the Members, and no Owner may bring any action for partition of the Common Areas.

4.5 Separate Mortgages. Each Owner shall have the right separately to mortgage or otherwise encumber such Owner's Lot. No Owner shall have the right to mortgage or otherwise encumber the Common Areas. Any Mortgage or other encumbrance of any Property shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

4.6 Taxation. Each Lot shall be deemed to be a parcel and shall be assessed

separately for all taxes, district fees, assessments and other charges of any political subdivision or any special improvement district or of any other taxing or assessing authority. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot.

4.7 Liens. In the event that any judgment, claim, encumbrance or lien of any type attaches to any particular Lot, with or without the consent of the Owner of that Lot, that judgment, claim, encumbrance or lien shall not attach to or encumber any other Lot.

4.8 Easements for Utilities.

4.8.1 General. Declarant and the Association desire to have utilities for water, sewer, electricity, fuel, power, cable television and all other utility services (collectively, the "Utilities"), provided to the Project and located in the areas within the Lots as noted and shown on the Plat (collectively the "Easement Areas"). The providers of all such utilities to the Project and their respective successors, assigns, agents and affiliates are hereinafter collectively called the "Utility Providers".

4.8.2 Grant. Declarant and the Association do hereby grant to the Utility Providers a non-exclusive easement (the "Utility Easement") to, from, across, over, upon and under all the Easement Areas to construct, maintain, operate, repair, inspect, protect, remove and replace all lines, pipes, valves, meters, equipment, facilities and other improvements reasonably and customarily necessary to provide and maintain all the Utilities to the Project and perform the Utility Providers' obligations under this Utility Easement (collectively, the "Utility Improvements"). This grant of Utility Easement is intended for the benefit of all individuals and entities comprising the Utility Providers. This Utility Easement shall include a right of ingress and egress for the Utility Providers within the Easement Areas.

4.8.3 Utility Providers' Rights and Obligations. The Utility Providers shall take all actions and pay all costs necessary to construct, maintain in good condition, operate, repair, inspect, protect, remove and replace all their respective Utility Improvements. The Utility Providers shall exercise all their rights and obligations under this Utility Easement in a reasonable and customary manner so as to minimize disruption and damage to the Project, the Declarant, the Association, the Owners and the residents, guests and invitees associated with the Project.

4.8.4 Owners' Rights and Obligations With Respect to Easement Areas. The Owner of each Lot shall have the right to use the surface of the Easement Areas with such Owner's Lots, provided such use does not interfere with the Utility Improvements, Utilities or any other rights granted to the Utility Providers hereunder. No Owner shall build or construct, or permit to be built or constructed, any building or other structure on, over or across the Easement Areas, nor change the contour thereof.

4.8.5 Term. The Utility Easement shall commence as of the date that this Declaration is recorded in the official records of the County and shall continue in perpetuity.

4.8.6 Transfer. The Utility Easement within each Lot shall run with, and be appurtenant to such Lot and shall be transferred, assigned, sold, encumbered or otherwise conveyed with such Lot without the consent of any other person or entity.

4.8.7 Miscellaneous. The Utility Providers shall perform their respective obligations under the Utility Easement in compliance with all applicable laws,

permits and agreements affecting the Project. Nothing in this Declaration shall be construed to create any partnership, joint venture or fiduciary relationship among the Declarant, the Association, the Owners and/or any of the Utility Providers.

4.9 Creation of Easements. Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots superior to all other encumbrances applied against or in favor of any portion of the Project. In furtherance of the easements provided for in this Declaration, the individual deeds whereby Lots are conveyed may, but shall not be required to, refer to said Utility Easements.

4.10 Entry Onto Lots. The Association and its representatives shall have the right to enter upon any Lot within the Project, without being liable to any Owner, to the extent such entry is necessary in connection with the enforcement of the provisions of this Declaration or with the performance by the Association of its duties and responsibilities under this Declaration, including, without limitation, the construction, maintenance or effectuation of emergency repairs for the benefit of the Lots, the Common Areas, or for any of the Owners within the Project. Reasonable advance notice shall be given to any Owner of a Property before such entry thereupon, except in the case of emergencies.

4.11 Easement of Enjoyment. Each Owner shall have a right of use and enjoyment in and to the Common Areas. Each Owner shall have an unrestricted right of ingress or egress to and from such Owner's Lot over and across such Common Areas. Such rights shall be appurtenant to such Owner's Lot and such right may be exercised and enjoyed by any family member, household guest, tenant, lessee, contract purchaser, or other person who resides in such Owner's Lot.

ARTICLE V ASSESSMENTS BY THE ASSOCIATION

5.1 Agreement to Pay Assessments to the Association. Each Owner of any Lot and the Alpine Condominiums of Jordanelle Owners Association, Inc. and its successors in interest, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article V.

5.2 Annual Assessments. Annual assessments shall be computed and assessed against all Property in the Project as follows:

5.2.1 Common Expense. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Project. Such estimated expenses may include, without limitation, the following: expenses of management, premiums for all insurance that the Association is required or permitted to maintain hereunder; landscaping; wages of Association employees, including fees for a Manager; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. The aggregate of all such items shall constitute the Common Expenses, and all funds received from assessments under this Section 5.2.1 shall be part of the Common Expense Fund.

5.2.2 Apportionment. Common Expenses shall be apportioned among and assessed to all Lots and their Owners in accordance with the following formula: The portion of the Common Expenses assessed to each Lot shall be a fraction, the numerator of which is the number of votes allocated to such Lot for purposes of voting at any meeting of the Association, and the denominator of which is the total of all of the votes allocated to all of the Lots within the Project for voting at a meeting of the Association. The effect of such apportionment shall be that the percentage of Common Expenses apportioned to each single family Lot shall be equal, and the portion of the Common Expenses apportioned to all of the Alpine Condominiums of Jordanelle shall be three (3) times as much as the portion allocated to the single family Lots.

5.2.3 Annual Budget. Annual assessments shall be determined on the basis of a fiscal year beginning January 1, and ending December 31, next following. On or before November 1 of each year, the Board of Trustees shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated amount of Common Expense for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessment for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period.

5.2.4 Notice and Payment. The Board of Trustees shall notify each Owner in writing as to the amount of the annual assessment against his or her Lot on or before December 1 each year for the fiscal year beginning on January 1, next following. Except as otherwise provided by the Board, each annual assessment shall be due and payable no later than the ensuing December 31. All unpaid installments of any annual assessment shall bear interest at the rate established by the Board of Trustees, not to exceed twenty-one percent (21%) per annum, commencing fifteen (15) days after the date such assessment becomes due, until paid. The Board of Trustees shall also have the right to assess a late fee of up to five percent (5%) of any assessment not paid within fifteen (15) days following the due date thereof. The failure of the Board of Trustees to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment.

5.2.5 Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Board of Trustees may, on behalf of the Association, levy additional assessments in accordance with the procedure set forth in Section 5.3 below.

5.3 Emergency Assessment. The Board may increase assessments necessary for emergency situations. For purposes of this Section, an emergency situation is any of the following: (i) an extraordinary expense required by an order of the court or governmental entity; (ii) an extraordinary expense necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety within the Project is discovered; or (iii) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board. However, prior to the imposition or collection of such an emergency assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and such resolution shall be distributed to the Members with the notice of assessment.

5.4 Reimbursement Assessment. The term "Reimbursement Assessment" as used herein shall mean a charge against each Owner and that Owner's Lot for the purpose of reimbursing the Association for any costs incurred by the Association on behalf of an individual Owner. A Reimbursement Assessment may also be levied by the Association for purposes of collecting any monetary penalties which may be imposed by the Association against an Owner who fails to comply with provisions of this Declaration, the determinations of the Board or the Architectural Committee, or any rule or regulation adopted by the Association. The Association shall levy a Reimbursement Assessment against any Owner who fails to comply with the provisions of this Declaration, the determinations of the Architectural Committee or the Board, the Association's Articles or Bylaws, or any rule or regulation adopted by the Association, if such failure results in the expenditure of moneys by the Association in carrying out its functions hereunder or for purposes of collecting any fines which may be levied by the Association. Except for collection of fines, such assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended, and shall be due and payable to the Association when levied. All Reimbursement Assessments that are not paid by an Owner within (15) days following the receipt by such Owner of the written notice of assessment shall accrue interest at the rate of eighteen percent (18%) per annum, commencing fifteen (15) days after the written notice of assessment is received by such Owner, until paid.

5.5 Lien for Assessments. All sums assessed to Owners of any Lot within the Project pursuant to the provisions of this Article V, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article V, the Board of Trustees may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the official records of the County. No notice of lien shall be recorded until there is a delinquency in payment of the assessment or Reimbursement Assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages, with the attorney for the Association being hereby designated as the trustee with power of sale, or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessment against the Lot which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Trustees shall have the right and power in behalf of the Association to bid in at any foreclosure sale and to hold, lease, mortgage or convey the subject Lot in the name of the Association.

5.6 Personal Obligation of Owner. The amount of any assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of such Owner's Lot or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment or unpaid assessment hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

5.7 Personal Liability of Grantee. Except as expressly otherwise set forth herein, in a conveyance of a Lot, the grantee of that Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the Lot, without prejudice

to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Association setting forth the amounts of the unpaid assessments against the grantor, and the grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in that statement, except to the extent that additional penalties and interest accrue on the amount set forth in such statement.

5.8 Evidence of Payment of Annual and Special Assessments. Upon receipt of a written request by a Member or any other person, the Association within a reasonable period of time thereafter shall issue to such Member or other person a written certificate stating:

5.8.1 That all assessments (including interest, costs and attorneys' fees, if any, as provided in this Article V) have been paid with respect to any specified Lot as of the date of such certificate, or

5.8.2 That certain annual assessments have not been paid, and the amount of such annual and special assessments (including interest, costs and attorneys' fees, if any) due and payable as of such date. The Association may impose a reasonable charge for the issuance of such certificates, which charge must be paid at the time the request for any such certificate is issued. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or Mortgagee on, the Lot in question.

ARTICLE VI GENERAL USE RESTRICTIONS

6.1 Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interest of the Owners.

6.2 Use of Common Areas. The Common Areas (if any) shall be used only in a manner consistent with their community nature and with the rules, regulations and use restrictions promulgated by the Association.

6.3 Use of Lots. Each Lot shall be used for residential purposes only. No Lot or Dwelling shall be used, occupied, or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owners. No part of the Project or a Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such non-residential purposes. The provisions of this Section shall not preclude professional and administrative occupations in a Lot without external evidence thereof, for so long as such occupations are in conformance with County ordinances, all other applicable governing laws and ordinances, and are merely incidental to the use of the Lot as a residential home.

6.4 Leases. Any lease agreement between an Owner and a lessee respecting a Lot or Condominium Unit shall be subject in all respects to the provisions of this Declaration, the Articles and the Bylaws. Any failure by a lessee to comply with the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any Owner to lease Condominium Unit, a Lot and the Dwelling located thereon. An Owner shall be responsible and liable for any damage to the Project caused by its tenant.

6.5 Toxic Materials. No Owner shall store, use, manufacture, process, distribute, treat,

transport, handle, emit, dispose of, discharge or release any Toxic Materials in violation of environmental laws governing the Project. Each Owner shall indemnify and hold the Association and the other Owners harmless from and against any liabilities, claims and/or expenses (including attorneys' fees) arising in connection with that Owner violation of this Section. The term "Toxic Materials" as used herein shall mean any flammable explosives, asbestos, industrial substances, pollutants, contaminants, chemicals, wastes, discharges, emissions, radioactive materials and other hazardous substances, whether injurious by themselves or in combination with other materials, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or "toxic substances" described in the environmental laws governing the Project.

6.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render any part of the Property unsanitary or unsightly or which would be offensive or detrimental to any other part of the Property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the Property so as to be offensive or detrimental to any other part of the Property or to the occupants thereof. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on the Property without the prior written approval of the Association.

6.7 Animal Restrictions. No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept on or within any Lot, Dwelling, or otherwise within the Project, except that usual and ordinary dogs, cats, fish, birds and other household pets (excluding without limitation, equine, bovine, sheep, swine, goats and other such animals) may be kept on or within the Lots, subject to rules and regulations adopted by the Association, and provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Board of Trustees (or the Architectural Committee or other such person or entity as the Board of Trustees may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association acting through the Board of Trustees, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Project must be either kept within an enclosure, or on a leash being held by a person capable of controlling said animals. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee. Should any animal belonging to an Owner be found unattended, out of the enclosure, or not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Association or a person designated by the Association to do so, to a shelter under the jurisdiction of the local governmental entity in which the Project is situated and subject to the laws and rules governing such shelter, or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept within the Project by an Owner or by members of his family, his tenants or guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any Lot or Common Area within the Project.

6.8 Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted on or within any Lot, Dwelling, or otherwise within the Project, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Project, or any portion

thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twenty-four (24) hours before and after scheduled trash collection hours). There shall be no exterior fires whatsoever except barbecue fires contained within appropriate receptacles therefor.

6.9 Temporary and Other Structures. No structures of a temporary nature, trailer, house, tent, shack, shed, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on the Property at any time. All Permitted Improvements erected and maintained within the Property shall be of good construction, of good quality, workmanship and material.

6.10 Unsightly Articles. No unsightly articles shall be permitted to remain on or near a Lot so as to be visible from any other Lot. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view. No unlicensed or inoperable vehicle shall be parked outside an enclosure and no more than two vehicles may be parked in a driveway of a Lot or a Condominium Unit. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except within an enclosed structure or when appropriately screened from view.

6.11 No Further Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Association; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Association for the transfer or sale of any Lot, to more than one person to be held by them as tenants in common, joint tenants, or otherwise.

6.12 Signs. No sign of any kind shall be displayed to the public view without approval of the Association, except such signs of customary and reasonable dimensions as may be displayed on a Lot advertising a Lot for sale or lease. Display of any "for sale" or "for lease" sign more than three (3) feet by two (2) feet shall require the prior written approval of the Association. A residential identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on residences shall be located in a position clearly legible. Any existing street sign identifying the Project may not be changed without prior approval by the Association.

6.13 No Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property, and no open fires nor incinerators shall be lighted or permitted on the Property except in a contained barbecue receptacle while attended and in use for cooking purposes.

6.14 Repair of Buildings. No Improvement upon the Property shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof. In the event that the Owner of a Lot fails to maintain and repair the Improvements on such Owner's Lot as required by this Declaration, then the Association shall have the right,

but not the obligation, to give written notice to such Owner of the repairs and maintenance work which the Owner must perform in order to comply with the terms of this Declaration. If the Owner fails to take such action as specified by the Association within 30 days following such Owner's receipt of the notice, then the Association shall have the right, but not the obligation, to cause the necessary maintenance and repair work to be performed on such Owner's Lot, and the Owner of such Lot shall be obligated to reimburse the Association for all costs and expenses incurred by the Association in causing such work to be performed. Such amounts shall be due and payable to the Association by such Owner immediately upon receipt by the Owner of a written invoice outlining the costs and expenses incurred by the Association with respect to such repair and maintenance work on the Owner's Lot. If the Owner fails to pay such invoice within 30 days following the receipt thereof by the Owner, then the Association shall be entitled to levy a Reimbursement Assessment against such Owner and such Owner's Lot for the amounts expended by the Association in performing such work, in accordance with the provisions of Section 5.4 of this Declaration.

6.15 Improvements and Alterations. There shall be no excavation, construction or alteration which in any way alters the exterior appearance or structure of any Improvement within the Project, no alteration of any structural component of any Lot, no plumbing or electrical work outside the Lot, no removal of any Improvement within the Project (other than repairs or rebuilding) without the prior written approval of the Architectural Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the color, nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee. All Improvements and alterations shall be performed in compliance with all applicable laws. No Owner shall perform any work or make any alterations or changes which would jeopardize the soundness or safety of any portion of the Project, reduce its value or impair any easement, without in every such case the written consent of the Architectural Committee being first obtained.

6.16 Outside Installations. No television, ham radio, citizens band or radio antenna, satellite receiving or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any Dwelling or elsewhere if exposed to view from any other Lot without the prior consent of the Architectural Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot Owner's premises or home entertainment facilities or equipment.

ARTICLE VII ARCHITECTURAL COMMITTEE

7.1 Introduction. It is the intention and purpose of this Declaration to impose architectural design standards of a type and nature that result in Dwellings and Permitted Improvements which are compatible with the mountain landscape. The placement, massing, dimensions and materials of the Permitted Improvements will be guided, but still allow for diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the provisions of this Declaration.

7.2 Members of Architectural Committee. The Architectural Committee shall consist of not less than three (3) members but not more than five (5) members as shall be determined by the Board. The Board shall have the power to appoint and remove all of the members of the Architectural Committee. Persons appointed to the Architectural Committee by the Board shall be Members of the Association. The Architectural Committee shall have the right and duty to promulgate reasonable standards against

which to examine any request made pursuant to this Article. The Architectural Committee may retain the services of a licensed architect to act in an advisory capacity to the Architectural Committee.

7.3 Approval by Architectural Committee. No Improvements of any kind, including without limitation the construction or installation of any Dwelling, garage, outbuilding or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Project without the prior written approval of the Architectural Committee. The construction of all Improvements must occur within the portion of a Lot which is approved for the construction of Improvements by the ordinances of the County. No Excavation, Fill, grading, filling or draining shall be made without the prior written approval of the Architectural Committee. Approval of the Architectural Committee will be sought in the following manner:

7.3.1 Plans submitted. A complete set of plans for the construction of any Improvement must be signed by the applicant and submitted to the Architectural Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plans must be in sufficient detail to show the location on the Lot of the Improvements, including without limitation the exterior walls of any Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and/or a sample, including color samples. In the case of an addition or modification to an existing Dwelling, the Architectural Committee may waive any of the foregoing requirements. The Architectural Committee may issue rules or guidelines setting forth the procedures for the submission of plans for approval. The Architectural Committee may require a fee payable to the Association to accompany each application for approval. The Architectural Committee may provide that the amount of such fees shall be uniform or that such fees may be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings or descriptions or samples of exterior materials and finishes. The Architectural Committee shall have the right to retain the services of a professional architect to review the plans and specifications submitted by an Owner, in which event the Owner who has submitted such plans and specifications shall be obligated to reimburse the Association for the costs and fees incurred by the Architectural Committee in having the plans and specifications reviewed by a professional architect.

7.3.2 Review. The Architectural Committee shall exercise its best judgment in overseeing the construction of all Improvements on the Property within the Project. The Architectural Committee shall consider the materials to be used on the external features of all Improvements, including but not limited to exterior colors, harmony of external design with existing structures within the Project, location with respect to topography and finished grade elevations and harmony of landscaping with the natural settings and surroundings. While in receipt of a complete submission of the plans, the Architectural Committee will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by this Declaration. If the plans do not comply, the plans will be rejected. If the plans are in compliance, the Architectural Committee will stamp and approve the plans. The Architectural Committee may approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans to the Architectural Committee for informal and preliminary approval or disapproval. The Architectural Committee will review

preliminary plans, and the Architectural Committee will make its comments known to the Owner. However, no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission of plans as set forth in this Declaration. All preliminary sketches will be kept by the Architectural Committee. Upon final approval, the Architectural Committee and the Owner will each sign a copy of the approved plans, which shall be left with the Architectural Committee. Any construction that is not in strict compliance with the approved plans is prohibited. Notwithstanding any provisions in the Declaration, all construction of any nature upon any of the Lots or the Alpine Condominiums of Jordanelle within the Project shall be performed in compliance with the requirements of the land management code and the building and zoning ordinances of all governmental entities having jurisdiction with respect to the Project.

7.3.3 Written Record. The Architectural Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years. All decisions by the Architectural Committee shall require a majority vote of all the members of the Architectural Committee.

7.3.4 Failure to Act. If the Architectural Committee has not approved or rejected any submission within 45 days after the submission of complete plans, the submission shall be deemed to have been disapproved.

7.3.5 Permits and Approvals from the County. Notwithstanding any other provision of this Declaration to the contrary, prior to commencing the construction of any Improvements on any Lot, the Owner of each Lot must obtain from the County all necessary permits and approvals required by the County in connection with the construction of any such Improvements.

7.4 Variances. The Architectural Committee has the authority to deviate from the requirements contained in this Declaration under extenuating circumstances, when compliance with this Declaration would create an unreasonable hardship or burden for a Lot Owner. No such variance may be granted without the unanimous written consent of the Architectural Committee. The Architectural Committee does not, however, have the authority to deviate from the requirements of the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Project.

7.5 General Design Review. The Architectural Committee will use its best efforts to provide a consistent pattern of enforcement and consistent application of this Declaration that results in a high quality, attractive, and well-designed Project.

7.6 Association, Board of Trustees and Architectural Committee not Liable. The Association, the Board of Trustees, and the Architectural Committee and its members shall not be liable to the applicant or to the Owners of any Lots or the Alpine Condominiums of Jordanelle or its Unit Owners within the Project for damages or any other remedy as the result of their actions, inactions, or approval or disapproval of any set of plans submitted to the Architectural Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant, the Association, the Board of Trustees, the Architectural Committee or its members as a result of the performance or failure to perform the duties created by this Declaration. Any person or persons acquiring title to any Lot in the Project shall be deemed to have agreed and covenanted that such Owner will not bring any action or suit to recover damages against the Declarant, the Association, the Board of Trustees, or the Architectural Committee or its members, or the advisors, officers, employees or agents of the any of the foregoing, as a result of the performance by the Architectural Committee of its duties and responsibilities under this Declaration. Each Owner has the right to enforce this Declaration against another Owner.

7.7 Limitations on Review. The Architectural Committee's review is limited to those matters expressly described in this Declaration. The Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. The Architectural Committee shall not be responsible for reviewing, nor shall the approval by the Architectural Committee of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or compliance with any applicable building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of the Property. The structural integrity of any Improvements constructed within the Project is not the responsibility of the Architectural Committee. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable statutes, laws or ordinances must be reviewed and approved by the Architectural Committee prior to construction.

7.8 Approval to Proceed. The Architectural Committee shall stamp, date and sign the plans and deliver the plans to the applicant once the plans for any Permitted Improvements have been approved.

7.9 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

7.10 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

7.11 Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The written request for appeal must be received by the Board not more than thirty (30) days following the final decision of the Architectural Committee. Within forty-five (45) days following the receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

ARTICLE VIII RESTRICTIONS ON LOTS

8.1 Dwelling and Ancillary Structures. With the sole exception of the Alpine Condominiums of Jordanelle, no Dwelling or other Improvements shall be placed, erected, altered, or permitted to remain on any Lot other than one (1) single family Dwelling and one (1) garage together with related nonresidential Improvements which have been approved by the Architectural Committee. At the time of construction of the single family Dwelling on any Lot, said Lot must also be improved with a garage with at least a two (2) car side-by-side capacity. No carports shall be constructed or erected on any Lot. No structure of any kind shall be moved from any other location and placed anywhere in the Project, nor shall any incomplete building or Improvement of any type be permitted to remain incomplete anywhere in the Project for a period in excess of one (1) year from the date the Improvement was started, unless otherwise approved by the Architectural Committee. No structure of a temporary character nor any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used anywhere in the

Project at any time as a residence, either temporarily or permanently. No outbuildings are allowed under normal circumstances. The primary garage may be separate from the residence provided it matches the architecture of the residence. Outbuildings may be approved by the Architectural Committee on a case-by-case basis, provided that: (a) the architecture matches the residence, (b) visual impacts are carefully considered, (c) it is a single-story structure, (d) no plumbing fixtures are included in the outbuilding, and (e) the structure does not exceed a 150 square foot footprint.

8.2 Minimum Usable Floor Area. The Dwelling constructed on each Lot in the Project shall have a minimum of 2,500 square feet of usable floor area.

8.3 Completion of the Exterior of Dwelling. All construction and alteration work on the exterior of any Dwelling shall be prosecuted diligently, and the construction or alteration work on the exterior of each Dwelling shall be entirely completed within twelve (12) months after commencement of construction. A three (3) month grace period after the initial twelve (12) month period has expired may be granted by the Architectural Committee upon the showing of just cause for such grace period.

8.4 Towers, Satellite Receivers and Antennas. No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Lot. Satellite receivers, in excess of eighteen (18) inches in diameter, must have an enclosure to screen them from view from any surrounding Lot Owner. Satellite receivers may not be placed above the eaves of the roof and may not in any circumstances be in excess of 24 inches in diameter.

8.5 Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall be placed, erected, or allowed to remain on any Lot except during construction periods, and no Dwelling shall be occupied in any manner prior to its completion and the issuance of a certificate of occupancy by the County.

8.6 Minimum Architectural Requirements. The following shall be considered to be minimum architectural requirements with respect to Dwellings constructed within the Project, although the Architectural Committee shall have broad discretion in the approval of plans for Dwellings constructed within the Project and shall be entitled to consider factors in addition to the following minimum requirements:

8.6.1 Exterior materials on all Dwellings shall be limited to stone, stucco, slate tiles, wood shingles, wood siding, heavy timber, logs, cedar or redwood board and batten (stained or painted) on wood framing. Upon the express written approval of the Architectural Committee, other exterior building materials may be used. Exterior materials may not be made of ceramic tile, plastic siding, aluminum siding, steel siding, simulated stone, brick, simulated brick or asphalt siding.

8.6.2 No more than three different materials may be used on the exterior of a Dwelling, excluding the roof.

8.6.3 Exterior walls shall continue all the way to the ground. Walls shall not be permitted to be held off the ground by thin members.

8.6.4 Predominant exterior wall colors shall be subdued, earthy hues. Bright and dramatic colors are not permitted as the predominant tone. Bright or dramatic colors may be used as accents, provided they are approved by the Architectural Committee.

8.6.5 No dome, A-frame or modified A-frame Dwellings shall be allowed or constructed.

8.6.6 No prefabricated Dwellings or trailers shall be allowed or constructed.

8.6.7 Roofs slopes should be between 4/12 and 8/12. Exceptions may be granted by the Architectural Committee. Domed and curvilinear roofs are not permitted. Roofs should not descend closer than seven feet from the ground. Flat roofs are not permitted as the predominant roof shape.

8.6.8 Roof surfacing shall not include wood shingles without fire-resistant treatment. Roof murals are not permitted. Rolled asphalt or membrane roofing is not allowed. Asphalt shingles must be architectural grade 25 years or better. Roofs must overhang at least 18 inches, and fascias must be at least 8 inches.

8.6.9 Area illumination and unshielded light sources are not permitted. Exterior lighting should be discreet and should illuminate only critical areas.

8.6.10 Views of adjacent lots must be respected in the building design. Wherever possible, neighbor's views of the Jordanelle Reservoir to the east and the mountains to the west should be respected and preserved.

8.6.11 Solar collectors are permitted, but they must lie flat on pitched roofs. Solar collectors may not exceed a total of 200 square feet without written approval from the Architectural Committee.

8.6.12 Construction limits shall be established on all Dwellings under construction and shall remain in effect throughout the duration of construction. Construction limits shall be established by orange LOD fencing. Construction limits may not exceed 20 feet from the building footprint.

8.6.13 Fences are permitted pursuant to the JBOZ Land Use Plan. All dog kennels must be within a fenced enclosure. All fenced enclosures must be approved in writing by the Architectural Committee prior to their installation.

8.6.14 Maximum building height is 28 feet. Building height is measured half-way between ridge and eave from existing grade. In no circumstances may any portion of a building exceed 33 feet in height at any point.

8.6.15 Dwellings must exhibit architectural relief via stepping of exterior walls vertically and/or horizontally. Upper floors must be at least 10% smaller in area than the lower floor footprint, unless expressly approved in writing by the Architectural Committee. One-story buildings shall not exceed 30 feet on a side without stepping at least four feet horizontally.

8.6.16 Varying roof pitches are allowed only with express written approval from the Architectural Committee.

8.7 Slope and Drainage Control. No Improvement, planting or other material shall be placed or permitted to remain, nor shall any other activities be undertaken, which may damage or interfere with established slope ratios, which create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all Improvements within them shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. All Lot Owners shall retain and control all water runoff from such Owner's Lot or Lots, so as not to damage or hinder other Lots or Owners.

Whenever possible, the natural drainage pattern on any Lot shall be preserved. Any negative drainage impacts that are created as the result of the construction of a Dwelling shall be minimized and mitigated to the satisfaction of the Architectural Committee.

8.8 Landscaping:

8.8.1 The Landscaping of the front yard of each Lot, including the planting of grass or the placement of sod, and the planting of at least a minimal number of shrubs or trees on the Lot, must be completed within twelve (12) months from the time the Dwelling receives its Certificate of Occupancy.

8.8.2 Landscaping should be harmonious with existing vegetation and should predominantly consist of vegetation native to the Wasatch Mountains of Utah.

8.8.3 A landscaping plan is required to be submitted to and approved by the Architectural Committee by the Owner of a Lot prior to the commencement of landscaping activities on any Lot.

8.8.4 Wherever possible, existing site vegetation on any Lot should be preserved.

8.8.5 The Owner of each Lot within the Project shall keep such Owner's Lot clean of weeds and trash. If the Owner fails to do so, the Association shall have the right to cause such maintenance work to be done and to cause the cost of such maintenance work to be charged to and paid by the Owner of such Lot as a Reimbursement Assessment.

8.8.6 Dead landscaping shall be replaced within twelve (12) months.

8.8.7 All disturbed areas shall be revegetated within twelve (12) months of disturbance.

8.8.8 Landscaping shall include a minimum of six trees of which two must be 3 inch caliper or larger spruce or fir.

8.8.9 Amenities such as hot tubs or swimming pools shall be submitted for approval by the Architectural Committee for location, size, appearance and viewshed impact prior to their installation.

ARTICLE IX OWNERS' MAINTENANCE OBLIGATIONS

9.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain properly such Owner's Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition at all times in order to preserve and enhance the enjoyment of the Project.

9.2 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic, will be made without the advance written consent of the Architectural Committee.

9.3 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural Committee,

provided however, that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE X CONSTRUCTION COVENANTS

10.1 Introduction. In order to minimize the disturbance of the Property within the Project during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner shall be liable.

10.2 Construction Debris Removal. The builder must comply with the ordinances of the County and the requirements of the Architectural Committee requiring the placement and maintenance of a trash container or dumpster on the Lot. The builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind. Such container shall be regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Property. No concrete trucks may be cleaned out on the Lot or anywhere within the Project.

10.3 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside the Dwelling and out of sight, whenever practical and possible.

10.4 Sanitary Facilities. The builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Lot at a location approved by the Architectural Committee and must be removed from the Lot at such time as the permanent plumbing system is operational.

10.5 Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working or on the street in front of such Lot and shall not use or park on any other Lot or any other Property within the Project. All vehicles must be parked so as to allow the free flow of traffic within the Project.

10.6 Removal of Mud, Debris. The builder is responsible for cleaning up and removing mud, rock and debris from the construction site that is deposited on the roadways of the Project.

10.7 Duration of Construction. No construction requiring a building permit shall be undertaken without a building permit and all other necessary permits from the County and any other governmental entity having jurisdiction over construction on the Lot. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the Lot prior to the

issuance of the permit(s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the Dwelling shall be substantially complete within a period of twelve months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

10.8 Repair of Damage. Each Owner is responsible for the prompt repair of any damage to any Property within the Project caused by or incidental to such Owner's construction, including without limitation any cracked or broken sidewalks. The Association may initiate legal action against any Owner for the repair of damage that occurs from construction activity pertaining to that Owner's Lot. The Association shall be entitled to record a notice of lien against such Owner's Lot until all such damage is repaired and paid for, in the manner described in Section 5.5 above.

ARTICLE XI DEFAULTS AND REMEDIES

11.1 Default. An "Event of Default" shall occur under this Declaration if any party governed hereby fails to perform its obligations under this Declaration where those obligations are due and that party has not performed the delinquent obligations within thirty (30) days following delivery to that party of written notice of such delinquency (the "Notice of Default"). These provisions shall not supersede more restrictive requirements set forth elsewhere in this Declaration.

11.2 Remedies.

11.2.1 General. Upon the occurrence of an Event of Default, the Association shall have the right to exercise all rights and remedies available in this Declaration, at law and in equity, including injunctive relief and specific performance. The Owners acknowledge that their obligations under this Declaration are unique, and defaults may not be compensated by purely monetary damages. Those rights and remedies shall be cumulative. Under no circumstances, even an Event of Default, shall any Owner have the right to terminate this Declaration or take any action that would damage, injure, impair, prohibit or revoke approvals, licenses, permits, uses or other rights associated with the other Owners or their respective portions of the Project that are not in default under this Declaration.

11.2.2 Cure. Furthermore, the Association shall have the right to cure the default and seek reimbursement from the defaulting Owner for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the Owner shall reimburse the Association for such costs of curing a default within fifteen (15) days following delivery to the defaulting Owner of a written notice of such costs along with reasonable supporting documentation.

11.2.3 Additional Remedies. In addition to any other enforcement rights and remedies described in this Declaration, the Association may take any of the following actions against any Owner whose act or failure to act violates or threatens to violate any provision of this Declaration: impose monetary penalties, including late charges and interest; suspend voting rights in the Association; and/or remove the defaulting Owner from the Board and/or the Architectural Committee.

11.2.4 No Cross-Defaults. If any Owner shall create an Event of Default hereunder, only the defaulting Owner shall be subject to remedies and none of the other Owners governed by this Declaration shall be deemed to be in default

or be penalized in any manner. For example, if an Owner shall cause an Event of Default, the Association may exercise its rights and remedies against the defaulting Owner, but shall not take any action that would damage, injure, impair, prohibit or revoke approvals, licenses, permits, uses or other rights associated with the other Owners that are not in default under this Declaration.

11.2.5 Jurisdiction. Owners stipulate that the jurisdiction for any court action or any arbitration shall be based exclusively upon the location of the Project.

11.2.6 Enforcement by County. The County shall have the right, but not the obligation, to exercise all rights and enforce all provisions in this Declaration. The County shall have no obligations or liabilities under this Declaration except to the extent that the County seeks to exercise rights or remedies under this Declaration in breach thereof or in violation of any applicable laws.

11.2.7 Enforcement by Owners. In addition to the Association, any Owner or the successor-in-interest of an Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations, and the right to recover damages or other sums for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to enforce that covenant, condition or restriction subsequently.

11.2.8 Non-liability of Officials. To the fullest extent permitted by law, the Association, the Board of Trustees, the Architectural Committee, the County and any other committees of the Association or any Member of such Board of Trustees or committee shall not be liable to any Owner or Member for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith which such entity, committees or persons reasonably believed to be the scope of their duties.

ARTICLE XII MISCELLANEOUS

12.1 No Representations. Each person that acquires a Lot is responsible to reasonably investigate that Lot and the Project.

12.2 Conflicts. In case of any conflict between this Declaration, the Articles, Bylaws or the Declaration of Condominium for Alpine Condominiums of Jordanelle, this Declaration shall control.

12.3 Attorneys' Fees. In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing party shall be entitled, in addition to all expenses, costs and damages, to reasonable attorneys' fees to be reimbursed by the non-prevailing party.

12.4 No Waiver. Any party's failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by another party shall not be construed as a waiver of

any succeeding breach of the same or other provisions.

12.5 Request for Notice. The Association hereby requests that a copy of any notice of default and a copy of a notice of sale under any mortgages, deeds of trust or other liens or encumbrances filed for record against any Lots or the Project be mailed to the Association as follows: Star Harbour Estates Homeowners Association, Inc., P.O. Box 1450, Park City, Utah 84060, pursuant to Utah Code Annotated Section 57-1-26, as amended.

12.6 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished, if mailed postage prepaid to the person who appears as an Owner, at the latest address for such person, appearing in the records of the Association at the time of mailing.

12.7 Amendment. Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote or written approval of at least sixty-seven percent (67%) of the total votes of the Owners. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the official records of the County of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

12.8 Rights of Action. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of this Declaration or the decisions of the Association. Owners shall have a similar right of action against the Association.

12.9 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder thereof; this Declaration shall be liberally construed to effect all of its purposes.

12.11 Covenants to Run With Land. This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Lot and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner, user or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to and agrees to be bound by, each and every provision of this Declaration.

12.12 Lists of Owners. The Board shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Lot which is owned by such Owner. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Board with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the Office of the Recorder of the County. The Board may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Lot or Lots which is obtained from the Office of the Recorder of the County. The address of an Owner shall be deemed to be

the address of the Lot owned by such person unless the Board is otherwise advised.

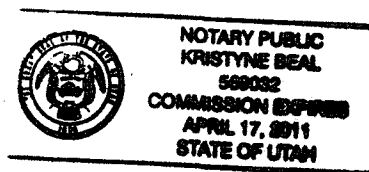
12.13 Effective Date. This Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the Office of the Recorder of the County.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by an officer duly authorized to execute the same as of the date first above written.

Vickie Burgess-Keene
VICKIE BURGESS-KEENE, President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30 th day of October, 2008
by Vickie Burgess-Keene, who identified herself to me by means of Photo
identification, who being duly sworn, did
say that she is the President of the Star Harbour Estates Homeowners' Association, Inc.,
and that she signed the foregoing Certificate on behalf of the Star Harbour Estates
Homeowners' Association, Inc.

Kristyne Seal
NOTARY PUBLIC



BY-LAWS OF STAR HARBOUR ESTATES HOMEOWNERS ASSOCIATION, INC.
A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Board of Trustees of the Star Harbour Estates Homeowners Association Inc. hereby adopts the following By-Laws.

ARTICLE I
NAME AND PRINCIPAL OFFICE

1.1 Name: The name of the corporation is "Star Harbour Estates Homeowners Association, Inc.," and it is referred to below as the "Association."

1.2 Offices. The principal office of the Association will be located in Wasatch County, State of Utah.

ARTICLE II
MEMBERS AND MEETINGS

2.1 Annual Meetings. The annual meeting of the Members of the Association shall be held on the second Monday in April at 6:00 p.m. at the offices of the Association, beginning in the year following the year in which the Association is incorporated. The Board of Trustees may designate some other time, date and place for the annual meeting by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is to elect the Trustees and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting called for that purpose, or until the next annual meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.

2.2 Special Meetings. Special meetings of the Members may be called by the Board of Trustees or by the President as they see fit, or by the Members of the Association representing not less than 33% of the total votes of the Association. Any notice of special meeting shall state the time, place, and date of the meeting and the matters to be considered at the meeting. When a special meeting is called by the Members of the Association, the notice shall be in writing and delivered to the President or the Chairman of the Board of Trustees.

2.3 Place of Meetings. All meetings will be held in Wasatch County, Utah, or in such other location in the State of Utah as the Board of Trustees determine by formal resolution.

2.4 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 10 days prior to the meeting. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Secretary of the Association as the agent for the Member. Only one notice will be mailed on each Lot, so if there are multiple owners of a Lot, they must designate one of them to receive the notice of the meeting on their behalf.

2.5 Members of Record. Upon purchasing a residential lot (the "Lot") in Star Harbour Estates or a condominium in the Alpine Condominiums of Jordanelle, located in Wasatch County, Utah (the "Subdivision"), each owner shall promptly furnish the Association with a copy of the deed or other instrument under which such owner acquired title to

BY-LAWS OF STAR HARBOUR ESTATES HOMEOWNERS' ASSOCIATION, INC.

the Lot. The Members of the Association shall be the owners of the Lots in the Subdivision and the Alpine Condominiums of Jordanelle Owners' Association, Inc. Membership is deemed an appurtenance to each Lot and shall pass automatically to the owner of each Lot upon conveyance of title to such Lot. The Association shall not have stock or issue shares. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than 60 days nor less than 10 days prior to the meeting date, to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date, or whose ownership is not registered with the Association until subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum, and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires such person's Membership subsequent to the record date from voting the interest of his predecessor under a written proxy.

2.6 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast more than 50% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of the re-scheduled meeting will be sent to the Members providing at least 10 days notice of the new meeting. At any rescheduled meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the re-convened meeting.

2.7 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the Association. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the Membership. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.8 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each Member who owns a Lot shall be entitled to cast one vote for each Lot that such Member owns on all matters presented to the Members for approval. The Alpine Condominiums of Jordanelle Owners' Association, Inc. Shall be entitled to six (6) votes. If a Lot is owned by more than one person or entity, then such persons or entities must decide among themselves how the vote for such Lot shall be cast. In the event that a Lot is owned by multiple owners and only one of the multiple owners is present at a meeting, the other multiple owners who are not present shall be deemed to have consented to the owner who is present voting the interests of that Lot. In the event of Lots held subject to trust deeds or mortgages, the trustor or mortgagor will be entitled to vote, and the lender shall have no right to vote; provided however, that when a lender has taken possession of any Lot, the lender shall be deemed to have succeeded to the interest of the trustor or mortgagor, and shall then be entitled to cast the vote.

2.9 Simple Majority. Any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer

BY-LAWS OF STAR HARBOUR ESTATES HOMEOWNERS' ASSOCIATION, INC.

conducting the meeting shall determine.

2.10 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or in any notice of meeting, and any inaccuracies or irregularities in the determination of a quorum or acceptance of proxies at a meeting are deemed waived, unless there is an objection stated in the meeting prior to the vote being taken.

2.11 Informal Action. Any action which is required to be taken or approved at a meeting may be taken or approved without a formal meeting, if all of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III
BOARD OF TRUSTEES

3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, by these By-Laws and by the terms of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Star Harbour Estates (the "Second Amended Declaration"), provided however, that those powers which are specifically reserved to the Members in these By-law or in the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or to such others as are appropriately delegated.

3.2 Number and Tenure. There shall be three (3) members of the Board of Trustees. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Trustees need not be residents of the State of Utah nor Members of the Association.

3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the 90 days preceding the Annual Meeting of Members for the purpose of setting the agenda for the Annual Meeting of Members, and for purposes of approving an annual budget for the operations of the Association, for approving (for recommendation to the Members) the assessments to be made by the Association upon the Members as contemplated by the Declaration, and for approving annual reports, tax returns, and similar matters. Special meetings may be called by the President or the Chairman, or by a majority of the Board by giving notice to the other Board members. Notice of Board meetings will be given in writing or by telephone not more than 15 days, and not less than 5 days prior to the date of the meeting.

3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by teleconference or other means which permit each Board Member to hear and be heard by each of the other Board Members.

3.5 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new Board, or submit the matter to the Members for determination.

3.6 Compensation. The Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending Board meetings, may be reimbursed by the Association.

BY-LAWS OF STAR HARBOUR ESTATES HOMEOWNERS' ASSOCIATION, INC.

3.7 Resignation or Removal. Any Trustee may resign at any time. Any Trustees may be removed prior to the end of his or her term of office by an affirmative vote of a simple majority of the Members of the Association at a regular or special meeting called for that purpose.

3.8 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant term which he or she has filled.

3.9 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by all of the Trustees. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all Board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

3.10 Committees. The Board of Trustees may, by a resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more members of the Association, which may have and exercise such powers as the Board may delegate to such committee in the resolution. Committees shall keep regular minutes of their proceedings and report the same to the Board of Trustees. The President may appoint replacement members to fill vacancies on committees.

ARTICLE IV
OFFICERS

4.1 Appointment of Officers. The Board of Trustees shall appoint the officers of the Association at the first Board meeting following the annual meeting of the members. The Board of Trustees may in its sole discretion, also appoint officers at any meeting of the Board.

4.2 Additional Officers. The Board of Trustees may appoint such other officers in addition to the President, Vice-President, Secretary and Treasurer, as it shall deem necessary.

4.3 Removal. All officers serve at the discretion of the Board and may be removed at any time by a vote of the majority of the Board of Trustees.

4.4 President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall sign on behalf of the Association all contracts, easements, conveyances and lending documents and shall do and perform all acts and things which the Board of Trustees may require of the President.

4.5 Vice-President. In the event of the President's absence or inability to act, the Vice-President shall have the powers of the President. The Vice-President shall also perform such other duties as the Board of Trustees shall require.

4.6 Secretary. The Secretary shall keep the minutes of the Association, its membership books, mailing lists, and such other books and records as these Bylaws or other resolution of the Board of Trustees may require. The Secretary shall also perform such other services as may be required by the Board of Trustees.

4.7 Treasurer. The Treasurer shall have custody and control of the funds of the

BY-LAWS OF STAR HARBOUR ESTATES HOMEOWNERS' ASSOCIATION, INC.

Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report on the state of the finances of the Association at the annual meeting of the members and at meetings of the Board of Trustees and shall perform such other services as may be imposed by the Board of Trustees.

ARTICLE V
INDEMNIFICATION

To the fullest extent permitted by the Utah Revised Business Corporation Act or the Utah Revised Nonprofit Corporation Act or any other applicable law as now in effect or as it may hereafter be amended, a Trustee or officer of the Association shall not be personally liable to the corporation or its members for monetary damages for any action taken or any failure to take any action, as a Trustee or officer. Neither any amendment nor repeal of this Article V, nor the adoption of any provision in these Bylaws inconsistent with this Article V, shall eliminate or reduce the effect of this Article V in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article V, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VI
AMENDMENT

Amendment. These By-Laws may be amended by the Members of the Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.

ARTICLE VII
DISTRIBUTIONS

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its Trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

LEGAL DESCRIPTION

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, STAR HARBOUR ESTATES, First Amended, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder.

0HB-0001, 0HB-0002, 0HB-0003, 0HB-0004, 0HB-0005, 0HB-0006, 0HB-0007, 0HB-0008, 0HB-0009, 0HB-0010, 0HB-0011, 0HB-0012, 0HB-0013, 0HB-0014, 0HB-0015, 0HB-0016, 0HB-0017, 0HB-0018, 0HB-0019, 0HB-0020, 0HB-0021, 0HB-0022, 0HB-0023, 0HB-0024, 0HB-0025, 0HB-0026, 0HB-0027, 0HB-0028, 0HB-0029, 0HB-0030, 0HB-0031, 0HB-0032, 0HB-0033, 0HB-0034, 0HB-0035

Lot B, Overhead Utilities Easement, STAR HARBOUR ESTATES, First Amended, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder.

0HB-000B

Detention Pond, STAR HARBOUR ESTATES, First Amended, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder. 0HB-0DTP

Lot C, Open Space Parcel, STAR HARBOUR ESTATES, First Amended, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder. 0HB-0OPN

When Recorded, return to:
Jim Kennicott
Post Office Box 683430
Park City, Utah 84068

CERTIFICATE OF THE SECRETARY FOR STAR HARBOUR ESTATES OWNERS'
ASSOCIATION, INC., a Utah Not-for-Profit Corporation

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

Vickie Burgess-Keene, being first duly sworn, certifies as follows:

1. That she is the Secretary of the Star Harbour Estates Homeowners' Association, Inc, a Utah not-for-profit corporation.

2. That pursuant to Article 12.7 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Star Harbour Estates, the owners of more than sixty-seven percent (67%) of the ownership interest in Star Harbour Estates voted to adopt and to record the Second Amended and Restated Declaration or Covenants, Conditions, and Restrictions and Bylaws attached hereto.

Vickie Burgess-Keene
VICKIE BURGESS-KEENE, Secretary

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31 th day of October, 2008 by Vickie Burgess-Keene, who identified herself to me by means of drivers
license, who being duly sworn, did say that she is the Secretary of the Star Harbour Estates Homeowners' Association, Inc., and that she signed the foregoing Certificate on behalf of the Star Harbour Estates Homeowners' Association, Inc.

Kathryn D. Hunter
NOTARY PUBLIC

