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WASATCH COUNTY CORPORATION
For: WASATCH MOUNTAIN DEVELOPMENT

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE CASCADES AT SOLDIER HOLLOW

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE CASCADES AT SOLDIER HOLLOW

THIS DECLARATION made and executed this ____ day of April, 2006, by WASATCH MOUNTAIN DEVELOPMENT, LLC, a Utah limited liability company with its principal place of business located in Midway, State of Utah, (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the owner of certain real property located in Wasatch County, State of Utah (the "Property") more particularly described in Article II of this Declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a nonprofit corporation, THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

I. DEFINITIONS

1.1. Association shall mean and refer to THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation.

1.2. Board shall mean and refer to the Board of Trustees of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.3. Building Pad shall consist of either (i) the area designated upon a Plat where a Living Unit or other building may be located, or (ii) if no such area is designated upon a Plat, the area located within the Lot boundaries, reduced however, by all setbacks which are required by the terms of this Declaration or by appropriate governmental agencies.

1.4. Common Areas shall mean and refer to that part of the Property which is not included with the Lots (other than Common Area Lots designated upon a Plat), which is owned by the Association and those easements either granted to or reserved for the benefit of the Association or the Owners and intended for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and fixtures and other personal property owned by the Association when the context so requires. Subject to the limitations contained in this Declaration, the Trails are part of the Common Areas.

1.5. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.6. Design Guidelines shall mean and refer to those guidelines and regulations created by the Declarant for the design and construction of Living Units and other improvements within the Development and the corresponding landscaping of Lots.

1.7. Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.8. Environmental Laws. The term "Environmental Laws" shall mean any federal, state, local or foreign statutes, codes, plans, regulations or common laws related to pollution or protection of the environment, including, without limitation, any common laws of nuisance or trespass and any laws or regulations relating to emissions, discharges, releases or threatened releases of Toxic Materials into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Toxic Materials. "Environmental Laws" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under those Environmental Laws.

1.9. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.10. Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit. Reference to a "Common Area Lot" shall not mean a Lot as described herein.

1.11. Member shall mean and refer to every person who holds a membership in the Association.

1.12. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.13. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.14. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Wasatch County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.15. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Wasatch County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of this Declaration constitutes the Parcel.

1.16. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Wasatch County, Utah. Recorded concurrently with this Declaration is a Plat of The Cascades at Soldier Hollow, and executed and acknowledged by Declarant on April ____, 2006, and creating separately numbered Lots. Said subdivision plat constitutes a Plat.

1.17. Property shall mean and refer to all of the real property which is covered by a Plat.

1.18. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

1.19. Toxic Materials. The term "Toxic Materials" 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."

1.20. Trails shall mean a system of trails, and easements reserved for the construction and maintenance of such Trails, to be established by Declarant as a Common Area and designated as such on one or more Maps as the same are submitted to the terms and conditions of this Declaration. Although designated as a Common Area, the Trails are subject to public use as required by the Governing Documents.

II. PROPERTY DESCRIPTION

2.1. Submission. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following-described real property situated in Wasatch County, State of Utah.

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE..

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

2.2. Dedication of Easements for Future Road. In addition to the reservations set forth in Section 2.1 herein above, the Plat discloses the dedication of a 50 foot road easement over Common Area Lots D and G in favor of Midway City for the construction, use and maintenance of a future public street, which public street may be constructed by the City or other third parties according to the City's standards and requirements. Prior to the construction of such public street, the Association, at its sole cost and expense, shall maintain such Common Area Lots D and G in the same manner that other Common Areas are maintained.

2.3. Storm Drain Easements. Common Area Lots as designated upon the Plat are dedicated and reserved for storm drain easements and the temporary holding of storm waters emanating from the Property. The Association shall be solely responsible for the maintenance of such easement areas including but not limited to all storm drain pipelines, ponds, sumps and other equipment and/or improvements constituting such storm drain systems which are not dedicated to the public.

III. MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for Membership in the Association. The Class B Membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member; or

(b) The expiration of Seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

3.3. Multiple Ownership Interests. In the event 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. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote 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 involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association with a transfer fee of \$25.00, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.5.

IV. PROPERTY RIGHTS IN COMMON AREAS

4.1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas; provided, however that the Trails are also available for public recreational use. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Lot.

4.2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained within The Cascades at Soldier Hollow Subdivision, as the same is identified in the Plat recorded in Book _____, at Page _____, and in the "Declaration of Covenants, Conditions and Restrictions of The Cascades at Soldier Hollow" recorded in Book _____ at Page _____, of the official records of the Wasatch County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey Map in the official record of the Wasatch County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4.3. Transfer of Title. Declarant agrees to convey to the Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed. In the event the Declarant fails to convey the Common Areas by deed or other instrument, the filing of the Plat shall nevertheless be deemed a conveyance of the Common Areas to the Association.

4.4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(b) The right of the Design Review Committee to approve and designate the point of access from a Lot to any street in accordance with the requirements of Article VIII;

(c) The right of Wasatch County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by (i) all holders of first Mortgages secured by Lots and (ii) by two-thirds (2/3) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date provided, however that the dedication or transfer of the Trails to any public agency or authority shall not require the consent of the first Mortgages secured by Lots.

4.5. Public Use of Trails. As required by the Governing Documents, the Trails shall be made available for use by the public in accordance with their intended use. Such uses are restricted to recreational purposes, including but not limited to hiking, walking, nature study, cross country skiing, biking (excluding motorized vehicles), and viewing of scenic areas. Such Trails are made available to the public with the express understanding as provided by the Governing Laws, that "an owner owes no duty of care to keep the premises safe from entry or use by any person entering or using the premises for any recreation purpose or to give any warning of a dangerous condition, use, structure, or activity on those premises to that person." Any person using such Trails shall not have the status of an invitee or licensee to whom a duty of care is owed, and the Declarant, Association and the Owners assume no responsibility for or shall incur any liability for any injury to persons or property caused by the act or omission of the person or any other person who enters upon the Trails. The Declarant, Association and the Owners specifically rely upon the provisions of "Limitations of Landowner Liability - Public Recreation Act, Section 57-14-1, et. seq., Utah Code Annotated, in providing the use of the Trails to the public.

V. ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of

collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

5.3. Maximum Monthly Assessment. Commencing upon the date established as provided in Section 5.7, each Lot shall be subject to a monthly assessment, but not more than One Hundred Twenty Dollars (\$120.00). From and after January 1, 2007, the maximum monthly assessment may be increased or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Trustees of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

5.4. Special Assessments. From and after the date set under Section 5.7, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonable capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5. Reimbursement Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 5.3 and 5.4 above, the Board may levy at any time Special Assessments (a) on each Lot specifically benefitted by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a) or other provisions of this Declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted.

5.6. Uniform Rate of Assessment. Except as provided in Section 5.5 above, monthly and special assessments shall be fixed at a uniform rate for all Lots. Declarant, for each unsold Lot owned by it in the development, shall pay monthly assessments as herein provided for all Lot Owners; provided that until such date as Declarant closes and conveys a Lot to an Owner (other than Declarant), the monthly assessment attributable to such Lot shall be one-fourth (1/4) the regular monthly assessment.

5.7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on (i) the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, (ii) the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, or (iii) if either of the foregoing has occurred as of the date of recording of this Declaration, the first day of the month following recording, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of \$15.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

NOTWITHSTANDING THE FOREGOING, in the event that a majority of the Owners of Lot elect, the Association may provide for the payment of monthly assessments on a quarterly basis, provided such assessments are payable in advance.

5.8. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.9. Effect of Non-Payment; Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.10. Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Wasatch County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Wasatch County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- a. The Association shall accept all Owners as members of the Association.
- b. The Association shall accept title to all Common Areas conveyed to it by Declarant.
- c. The Association shall maintain, repair, and replace all landscaping and improvements in the Common Areas, including but not limited to the maintenance of all exterior trees, shrubs, grass, and other Common Area improvements. Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

As provided in Section 7.13, each Owner shall have the obligation to provide exterior maintenance of his Living Unit including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title. Each Owner shall paint, repair, and otherwise maintain the exterior and interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant

electrical, plumbing and heating, ventilating and air conditioning systems. The maintenance of all Living Units and accessory buildings shall be in accordance with the Design Guidelines.

In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject.

d. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

e. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

f. The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association.

6.2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VII of this Declaration. The Association shall have the right to close all or any portion of a Common Area to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right therein to any person or the public. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

b. In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas (and exterior repairs of Living Units to the extent necessitated by the failure of the Owners of such Lots) or in exercising any of its rights to construct, maintain and repair improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

i. Construction, maintenance, repair and landscaping of the Common Areas (and exterior repairs of Living Units upon Lots to the extent necessitated by

the failure of Owners of such Lots) on such terms and conditions as the Board shall deem appropriate.

ii. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

v. Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

c. The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Five Thousand Dollars (\$5,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

6.3. Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things: (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the types of animals permitted and the maintenance of permitted animals on the Property; (e) the use of Living Units for business or rental purposes; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents. The Board may also adopt additional Design Guidelines, in addition to those adopted by the Declarant, for the construction of Living Units; provided, however, that until the earlier of the expiration of ten (10) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, or all Units to be located upon the Property and the Additional Property have been sold to third parties, Declarant shall have the unilateral right to amend or modify the Design Guidelines or to reject any additional Design Guidelines proposed by the Board. Rules and Regulations and/or Design Guidelines adopted by the Board may be enforced in accordance with the provisions of Section 7.18.

6.4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

6.5. Insurance. The Association shall secure and at all times maintain the following insurance coverage:

(a) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "The Cascades at Soldier Hollow Homeowner's Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear".

(b) A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$500,000 for any one person injured; \$2,000,000 for all persons injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive

liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

- (1) In addition to the insurance described above, the Association shall secure and all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.
- (2) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.
- (3) The Association shall have the authority to adjust losses.
- (4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.
- (5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

6.6. Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

VII. USE RESTRICTIONS

7.1. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

7.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit; provided, however nothing herein shall preclude the use of a home office. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

7.3. Building Features and Materials. The location of all buildings, and each building's design, features and materials must be consistent and in accordance with the Design Guidelines. Reference must be made to the Design Guidelines for additional requirements and conditions for the design and construction of Living Units.

(a) Building Location. Each building (including Living Unit) shall be located such that:

- (i) Subject to the provisions of this subparagraphs (a) (i) providing for "Minimum Approved Setback Requirements" (as defined below) and (a) (iii) below providing a procedure for a variance, all buildings shall be located upon a Lot solely within the Minimum Approved Setback Requirements, regardless of the designation of a Building Pad or setbacks as shown on the Plat, and oriented as may be required by or consented to by the Design Review Committee in accordance with the provisions of Article VIII. Notwithstanding the designation

of a Building Pad and/or setbacks for a Lot upon the Plat, the Declarant has determined that setbacks established upon the Plat may be disregarded as long as the following "Minimum Approved Setback Requirements" are complied with by Owners for Lots as follows: (a) except for the designated Lots as provided in (c) below, for Lots with areas of .5 acres or larger, a front yard setback of 40 feet, a rear yard setback of 40 feet and side yard setbacks of 20 feet each; (b) for Lots with areas of less than .5 acres, a front yard setback of 40 feet, rear yard setback of 30 feet and side yard setbacks of 15 feet each; and (c) for the following Lots, namely Lots 1, 5, 15, 16, 21, 22, 34 and 45, a front yard setback of 40 feet, a rear yard setback of 30 feet and side yard setbacks of 20 feet each.

(ii) For the purposes of this covenant, steps and open porches shall be considered as a part of a building, and same may not extend beyond the Building Pad or the area of any setback.

(iii) Notwithstanding the provisions of subparagraph (a) (i) above, the Design Review Committee shall have the authority, at the request of the Owner of any Lot and based upon a showing of good cause, to grant a variance to the "Minimum Approved Setback Requirements" as specified in subparagraph (a) (i), to modify one or more of the Minimum Approved Setback Requirements for such Lot (regardless of what is shown on the Plat), provided the Design Review Committee determines in its discretion that: (x) the existing requirements would create an unreasonable hardship or burden on an Owner or a change of circumstances since the recordation of the Plat and this Declaration has rendered such restriction obsolete; and (y) the activity permitted under the variance will not have any substantial adverse effect on other Owners and is not inconsistent with the intent to create open spaces and views between Living Units. Any variance granted by the Design Review Committee shall be evidenced in writing signed by a representative of such Design Review Committee. The grant of any variance as to any Lot as provided in this subparagraph (iii) shall not constitute a waiver of the requirements of subparagraph (a) (i) above and does not affect the ability of the Design Review Committee to withhold its approval of any similar request subsequently made.

(iv) Nothing in this subparagraph (a) shall be construed as permission for any Owner to violate the setback requirements of any governmental entity having jurisdiction over the Property.

(b) Size Limitation and Height of Living Unit. The Living Unit to be constructed upon each Lot shall be limited in the size of its total footprint (measured by the outer boundaries of the Living Unit including garage) and the maximum and minimum square footage of the Living Unit, according to the requirements of Exhibit "A" attached hereto. The square footage requirements for maximum and minimum square footages of the Living Unit shall be exclusive of the square footage contained within garages. The maximum height of any feature upon any Living Unit shall not exceed thirty five (35) feet or such lower height required by applicable building codes. Any deviation in size requirements as set forth on Exhibit "A" must be approved in writing by the Design Review Committee prior to any construction.

(c) Garages. Garages must be fully enclosed and located within the Building Pad, accommodate a minimum of two cars and be equipped with an automatic garage door opener. Carports are not permitted within the Subdivision.

(d) Exterior Building Wall Materials. All exterior walls shall be constructed in such a manner that no more than sixty percent (60%) of any exterior wall consists of the same approved building materials. Brick, stone, stucco and wood are permitted for the exteriors of Living Units and accessory buildings; provided that no more than twenty-five percent (25%) of the area of each exterior wall surface (front, back and side walls) of a Living Unit shall be constructed of stucco. The use of any other materials for such buildings shall require the prior approval of the Design Review Committee. Use of faux or composite stone or brick materials shall not be permitted. The color of all exterior surfaces shall consist of earth tones and other subdued colors, as approved by the Design Review Committee.

(e) Roof, Soffit and Facia. Roofs shall consist of multiple planes and not one continuous roof surface. The pitch of major roof surfaces must be not less than 8/12 but not to exceed 12/12 and

the pitch of minor roof surfaces must be not less than 4/12 but not to exceed 18/12. Roof, soffit and fascia material shall be restricted to wood shingles or shakes, slate, tile, forty year (or greater) architectural grade asphalt shingles or other materials approved by the Design Review Committee. No colored metal roof shall be permitted; provided that if any portion of a roof consists of metal the same shall remain unpainted and allowed to rust to its natural state. The use and design of roof, soffit and fascia materials is subject to the approval of the Design Review Committee. Facia and soffit colors shall be restricted to earth tones and subdued colors (not white) as approved by the Design Review Committee.

(f) Windows. All exterior windows shall be metal or wood clad. Vinyl clad windows are not permitted.

(g) Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be located solely within the Building Pad, shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the Living Unit. All such appurtenant buildings shall be subject to the approval of the Design Review Committee before their construction and/or installation.

(h) Chimneys. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies. Exposed metal flues are not acceptable; all chimneys shall be covered with a hood to hide the flue system.

~~(i) Mailboxes. Each Owner shall purchase, install (at an approved location) and maintain a mailbox as specified by the Design Review Committee and Midway City; provided, however that the Association may maintain common mailboxes at the entrance to the Project.~~

(j) Fences and Walls. No fencing shall be permitted upon any Lot, with the following exceptions. In the event that any Owner installs any swimming pool or similar improvement upon a Lot, the same shall be fenced according to applicable building and safety codes and such fencing materials shall be limited to wrought iron of natural colors approved by the Design Review Committee. All permitted fences on a Lot shall be maintained by Owners and the same shall not be permitted to go into disrepair.

(k) Paving. Driveways and other paved areas, including their location, are part of the design review process and are subject to review and approval by Design Review Committee. Driveway and other flat paved areas generally may be composed of concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas and driveways are not permitted. Asphalt driveways may be approved based upon particular circumstances and extraordinary needs, all such asphalt driveways to be approved by the Design Review Committee.

(l) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

(m) Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved in advance by the Design Review Committee. Satellite dish antennas shall not be permitted on roofs.

(n) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be colored to match adjacent roofing materials.

(o) Pools, Spas, Fountains, Gamecourts, Etc. Pools, spas, fountains, gamecourts, children's play sets, etc. shall be approved by the Design Review Committee and shall be located to avoid impacting adjacent properties with light or sound. No gamecourt shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Children's play sets shall not exceed ten (10) feet in height. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

(p) Sheet Metal, Flashing and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(q) Mechanical Equipment. All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows unless screened from view and approved by the Design Review Committee. Swamp coolers are not permitted.

(r) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

(s) Exterior Lighting. It is intended that the Property and Lots be lighted adequately for safety and security. It is also desirable that each Lot have landscape lighting that subtly highlights landscaping rather than buildings. Bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky is to be avoided. Consistent with these objectives, Owners of a Lot shall be permitted to utilize accent and spot lights on the Living Unit located upon such Lot as long as the same utilize the "dark sky" concept and are downward reflecting.

(t) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of a Lot.

(u) Site Grading and Drainage. Wasatch County and other applicable governmental agencies require that each Lot Owner retain on his own Lot, water runoff in accordance with the approved grading and drainage plan submitted by the Declarant in connection with its application for subdivision approval. CAUTION: each Owner shall be solely responsible for any and all drainage requirements necessitated by construction of such Owner's Living Unit or any damage or loss occasioned by water runoff.

(v) City and Other Approval. Approval of any improvements by the Design Review Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Design Review Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Design Guidelines.

(w) Metal Awnings. Metal awnings, metal "lean-tos", or metal patio covers shall not be permitted on any Lot.

7.4. Landscaping and Common Area Improvements. (a) Except for the construction of a Living Unit which is approved in accordance with the procedures set forth in Article VIII, each Owner shall be restricted from removing or modifying trees (4 inches in caliper or larger) which are located upon and naturally grow upon such Owner's Lot, unless the same shall be dead or dying. Each such Owner shall be responsible at his own cost and expense to maintain and water all such trees, including any which Declarant may have installed upon such Lot during development of the Subdivision or which are installed by Owner (or predecessor) after approval by the Design Review Committee in accordance with the requirements of Section 8.2. All trees, shrubs and other vegetation (excluding annuals) to be installed to the front of any Living Unit or the side yard of any Lot abutting a street shall be approved by the Design Review Committee prior to installation. The addition to, modification of, or removal of trees and other approved vegetation (including removal of the same because of death which is not thereafter replaced by substitute approved vegetation) without the prior approval of the Design Review Committee shall be deemed a violation of the requirements of Owner to maintain the same and the Design Review Committee shall have the right to require Owner to restore such area to its prior approved condition at the sole cost of Owner. In the event Owner fails to restore such area as required herein, the Association shall have the right to restore the same and the cost of such restoration together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the Property including the development of Common Areas and the installations of utilities serving the Subdivision.

7.5. Recreational Vehicles. No boats, trailers, snowmobiles, all terrain vehicles, wheeled or tracked vehicles, large trucks and commercial vehicles (herein collectively "belonging to Owners or other residents of the Property shall be parked within the Development, except temporary parking not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, street or Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles. Any motor or recreational vehicle must be kept in any enclosed garage.

7.6. Pets. No animals other than household pets (not exceeding two in number of dogs and/or cats) shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Design Review Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

7.7. Common Areas. The Common Areas of the Development shall be improved and used only for the following purposes:

- a. Pedestrian and bicycle access to and from and movement within the Development; provided, nothing herein shall preclude the use of Trails by members of the public.
- b. Recreational use by Owners and occupants of Living Units and their guests.
- c. Beautification of the Development.
- d. Privacy for the Owners and occupants of Living Units.
- e. Such other uses as shall be determined from time to time by the Board for the benefit of members of the Association, following consultation with the Design Review Committee.

7.8. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be cancelled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better). An Owner may be required to obtain flood insurance as a condition to obtaining any financing covering any improvements upon a Lot.

7.9. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

7.10. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Design Review Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

7.11. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units.

7.12. Right of Entry. During reasonable hours, any member of the Design Review Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with.

7.13. Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except:

- a. Such signs as may be required be legal proceedings.

b. Construction identification signs, placed and maintained only during construction of a Living Unit, not exceeding four feet wide and four feet high, for each Living Unit.

c. A "For Sale" or "For Rent" sign, to the extent permitted by the Board.

d. Political Signs not exceeding 24 by 36 inches in size, further provided that such signs may be displayed only for a period of 45 days before a primary or general election through a date one day after each such election, as applicable.

7.14. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Design Review Committee. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection.

7.15. Toxic Materials. No Owner shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from the Development or any portion thereof in violation of any Environmental Laws.

7.16. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

a. Declarant, so long as it has any interest in any of the Property;

b. Any Owner; or

c. The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.17. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, for the seven (7) years following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by the Declarant.

VIII. DESIGN CONTROL

8.1. Design Review Committee. The Board of Trustees of the Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee. The Committee may also approve of general contractors who may perform construction work within the property, provided that the Declarant delegates such right to the Committee in accordance with the requirements of Section 8.11 herein below.

8.2. Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee and the Declarant or Committee has received notice of the identity of the Contractor. All such plans and specifications shall be consistent with the Design Guidelines and/or the Design Guidelines which shall be from time to time adopted by the Board.

8.3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with the Design Guidelines, existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

8.4. Approval Procedure. Any plans and specifications submitted to the Committee shall be submitted on a form provided by the Committee and in duplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association and the remaining set of plans will be returned to the property owner.

The following design review fees (made payable to the Association) are required with the submittal of plans and specifications: \$100.00 for each separate submittal of architectural, landscaping, fencing and/or lighting drawings; provided that if any of the foregoing plans are submitted together, all plans submitted at the same time shall be considered one submittal.

All plans and specifications shall be approved or disapproved by it in writing within twenty (20) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

8.5. Deposits.

(a) Except for an Approved Contractor as defined in Section 8.11, the Design Review Committee shall require that an Owner make a non-refundable deposit in the amount of \$5,000.00, in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the Design Review Committee. The deposit made under this Section 8.5 (a) is non-refundable and is intended to assure (a) the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements; (b) compliance with the requirements of this Declaration; and (c) the Association's monitoring of the construction of improvements and work.

(b) The Design Review Committee shall also require that an Owner, whether or not an Approved Contractor is retained, post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the Design Review Committee, in the amount of \$5,000.00, in favor of the Association, as a condition to approving the construction of a Living Unit and any proposed work or improvement in relationship thereto. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the Association. The deposit made under this Section 8.5 (b) is refundable and is intended to assure (a) the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the installation of landscaping; and (b) the installation of landscaping according to the requirements of Section 8.7 below

8.6. Address for Submittal. Plans and specifications for the construction and installation of any and all improvements within THE CASCADES AT SOLDIER HOLLOW shall be submitted and approved by the Design Review Committee (prior to submittal to any required governmental agency) at the following address:

THE CASCADES AT SOLDIER HOLLOW
% Wasatch Mountain Development, LLC
1219 W. Ranch Circle
Midway, Utah 84094

The Board of Trustees of THE CASCADES AT SOLDIER HOLLOW Homeowners Association has the authority to change the address for the submittal of plans and specifications.

8.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(i) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

(ii) All construction activities occurring on any day shall be limited to periods between 7:00 a.m. and sundown but not earlier than 7:00 p.m.

(iii) The front, side and back yards of each Lot shall be landscaped within a period of six (6) months following completion or occupancy of the Living Unit; provided, however, that if completion of or occupancy of a Living Unit occurs during winter and such weather conditions preclude the installation of landscaping, such landscaping shall be completed not later than July 1 following such winter.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end day. Trash and debris shall be placed in containers which shall in all instances be covered. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials of the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot. During the construction period, each construction site shall be kept neat and shall be promptly removed from public or private roads, open spaces and driveways.

Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Design Review Committee.

Construction crews shall not park on, or otherwise use, other lots or any open space. All construction vehicles and machinery shall be parked only in areas designated by the Design Review Committee.

8.8. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.9. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

8.10. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

8.11. Approval of Contractor. In order to provide better assurances that the provisions of this Declaration will be carried out during the construction and improvement of Lots, Declarant has reserved the right to approve the identity of those individuals and/or companies who may act as a general contractor on behalf of an Owner in the construction of a Living Unit or other structures to be located upon a Lot within the Subdivision, all in accordance with the terms herein contained. Declarant may delegate the right to approve such contractors on a lot by lot basis to the Design Review Committee. The Declarant, or if applicable, the Design Review Committee, shall maintain a list of Approved Contractors.

Each Owner covenants and agrees by accepting title to a Lot, that such Owner shall use only an approved general contractor, approved by Declarant or the Design Review Committee as provided herein (an "Approved Contractor") as Owner's contractor for the construction of a Living Unit and related improvements upon a Lot located within the Subdivision, each such Living Unit to be constructed according to the wishes and desires of Owner, subject only to the requirements of this Declaration and applicable governmental requirements. In the event that Owner is unable to obtain the approval of Declarant or the Design Review Committee, as applicable, for Owner's contractor, Owner may nevertheless be permitted to use the services of such general contractor upon the payment of a non-refundable deposit of Five Thousand Dollars (\$5,000) with the Association, as provided in Section 8.5, which amount hereof may be used by the Association to hire one or more consultants to monitor the Owner's and such unapproved general contractor's compliance with the requirements of this Declaration and to otherwise assure the Association that Owner and such unapproved general contractor shall comply with the objectives of Section 8.5. In the event that such deposit is not

sufficient to cover the Association's costs of monitoring construction or otherwise requiring compliance with the objectives of Section 8.5, the Owner shall be responsible for any additional costs.

IX. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

9.1. Notice of Default. In the event an Owner neglects for a period of thirty (30) days or more to cure any failure on his part to perform his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

9.2. Abandonment, Termination, Etc. Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:

(a) To abandon or terminate the project or to abandon or terminate the arrangement which was established by the Declarant and the Plat of the Project;

(b) To partition or subdivide any Lot or the Common Areas;

(c) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the Common Areas except for the creating of easements and similar purposes consistent with the intended use of the Common Areas, and further provided that the transfer of Trails to a public agency or authority for administration shall not require the consent of the first Mortgages; or

(d) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the repair, replacement, or reconstruction of such improvements.

9.3. Notice of Substantial Damage or Destruction. The Association shall notify all holders of any first mortgage lien or equivalent security interest on a Lot in writing in the event that there occurs any substantial damage to or destruction of any Living Unit or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of \$15,000. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction.

9.4. Condemnation or Eminent Domain Proceedings. The Association shall give written notice to all holders of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the Common Areas within ten (10) days after the Association learns of the same.

9.5. Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.6. Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in Section 1, Article V shall be subordinate to the lien of any First Mortgage upon such Lot; and the holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure of such first Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgage Lot.

9.7. Mortgagees' Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association shall be accomplished or effective unless at

least two-thirds (2/3) of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

9.8. Mortgagees' Rights to Inspect Association Records. The holders of first Mortgages shall have the right upon reasonable notice and during business hours to inspect and copy at their own expense all books and financial records of the Association.

X. MISCELLANEOUS

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

10.2. Amendment. Subject to the provisions of Section 2 of Article VIII of this Declaration any amendment hereto shall require (i) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes, which Members present in person or represent by proxy are entitled to cast at a meeting duly called for such purpose; and so long as the Class B membership exists, (ii) the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the Class A Membership shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association, and by the Declarant if the Class B Membership then exists, and shall also be approved by the Wasatch County Attorney. In such instrument the President or Vice President of the Association shall certify that the vote required by this Section for amendment has occurred.

10.3. Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this Section 10.3:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 10.3 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

10.4. Lease Provision. Any Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide, inter alia, that:

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and

(b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

10.5. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the property may be assigned.

10.6. Dissolution. Subject to the restrictions set forth in Article VIII of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds (2/3) of the votes of each class membership. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the By-laws, the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a non profit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters and sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of this Declaration.

10.7. Declarant's Covenant to Construct Common Areas. Declarant hereby covenants to construct and complete all Common Areas improvements and amenities, if any, indicated on the Plat within two (2) years of the filing of this Declaration in the office of the County Recorder of Wasatch County, Utah.

10.8. Enforcement by City. If the Association fails to maintain the Common Areas, the common access roadways, along with the curbs, gutters and sidewalk, in good order and condition, the City of Holladay shall have the right, but not the obligation, upon giving the Association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.9. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall 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 the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.10. Property Part of Development. The Property shall comprise the Cascades at Soldier Hollow Subdivision.

10.11. Covenants to Run With Land. This Declaration and all 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 the Declarant, and all parties who hereafter acquire any interest in a Lot or in the Common areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.12. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, Utah.

10.13. Lenders' Agreement of Subordination. By its execution of this Declaration, the undersigned lender, secured by one or more Lots located in the Project (hereinafter the "Lender"), and each of them agrees, covenants and declares that this Declaration shall be senior in priority to such lender's interest as lien holder, regardless of when Lender may have obtained a lien, mortgage, deed of trust, and/or security agreement, as such instrument is described below by such Lender's signature (herein collectively "lien") and such lien shall be subordinate to and subject to this Declaration notwithstanding the fact that this Declaration is recorded later in time than the date such lender acquired a lien.

EXECUTED the day and year first above written.

WASATCH MOUNTAIN DEVELOPMENT, LLC, a Utah
limited liability company

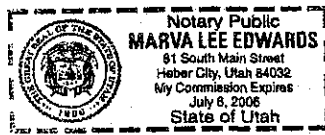
By:

Larry Kacher
Its: Manager

STATE OF UTAH)

COUNTY OF Wasatch) ss

On the 14th day of April, 2006, personally appeared before me Larry Kacher, who
being by me duly sworn did say that he is the Manager of WASATCH MOUNTAIN
DEVELOPMENT, LLC, and that the within and foregoing instrument was signed in behalf of said company
by authority of a resolution of its members or in accordance with its operating agreement and the said
Larry Kacher duly acknowledged to me that said company executed the same.



Marva Lee Edwards
NOTARY PUBLIC

Exhibit "A"

Living Unit Square Footage Limitations

Lot SpecificsResidence

1	Villa	32,234.4	0.74	6,000	4,500	2,800
2	Manor	41,817.6	0.96	8,000	5,600	3,500
3	Manor	42,688.8	0.98	8,000	5,600	3,500
4	Manor	42,688.8	0.98	8,000	5,600	3,500
5	Villa	21,780.0	0.50	5,000	3,800	2,400
6	Manor	41,817.6	0.96	8,000	5,600	3,500
7	Villa	23,522.4	0.54	6,000	4,500	2,800
8	Villa	21,780.0	0.50	5,000	3,800	2,400
9	Villa	26,571.6	0.61	6,000	4,500	2,800
10	Manor	37,026.0	0.85	8,000	5,600	3,500
11	Villa	28,314.0	0.65	6,000	4,500	2,800
12	Villa	21,780.0	0.50	5,000	3,800	2,400
13	Villa	21,780.0	0.50	5,000	3,800	2,400
14	Villa	21,780.0	0.50	5,000	3,800	2,400
15	Villa	21,780.0	0.50	5,000	3,800	2,400
16	Villa	21,780.0	0.50	5,000	3,800	2,400
17	Villa	21,780.0	0.50	5,000	3,800	2,400
18	Villa	21,780.0	0.50	5,000	3,800	2,400
19	Villa	21,780.0	0.50	5,000	3,800	2,400
20	Villa	21,780.0	0.50	5,000	3,800	2,400
21	Villa	30,927.6	0.71	6,000	4,500	2,800
22	Villa	21,780.0	0.50	5,000	3,800	2,400
23	Villa	21,780.0	0.50	5,000	3,800	2,400
24	Villa	21,780.0	0.50	5,000	3,800	2,400
25	Villa	23,958.0	0.55	6,000	4,500	2,800
26	Villa	21,780.0	0.50	5,000	3,800	2,400
27	Villa	21,780.0	0.50	5,000	3,800	2,400

					MAX OF FOOTING	MAX OF MINOR
28	Villa	21,780.0	0.50	5,000	3,800	2,400
29	Villa	21,780.0	0.50	5,000	3,800	2,400
30	Villa	21,780.0	0.50	5,000	3,800	2,400
31	Villa	21,780.0	0.50	5,000	3,800	2,400
32	Villa	21,780.0	0.50	5,000	3,800	2,400
33	Villa	21,780.0	0.50	5,000	3,800	2,400
34	Villa	21,780.0	0.50	5,000	3,800	2,400
35	Villa	21,780.0	0.50	5,000	3,800	2,400
36	Villa	23,086.8	0.53	6,000	4,500	2,800
37	Villa	21,780.0	0.50	5,000	3,800	2,400
38	Villa	21,780.0	0.50	5,000	3,800	2,400
39	Villa	21,780.0	0.50	5,000	3,800	2,400
40	Villa	21,780.0	0.50	5,000	3,800	2,400
41	Villa	21,780.0	0.50	5,000	3,800	2,400
42	Villa	21,780.0	0.50	5,000	3,800	2,400
43	Villa	21,780.0	0.50	5,000	3,800	2,400
44	Villa	21,780.0	0.50	5,000	3,800	2,400
45	Villa	24,393.6	0.56	6,000	4,500	2,800
46	Villa	23,958.0	0.55	6,000	4,500	2,800
47	Villa	21,780.0	0.50	5,000	3,800	2,400
48	Manor	34,412.4	0.79	8,000	5,600	3,500
49	Cottage	20,473.2	0.47	5,000	3,800	2,400
50	Cottage	18,295.2	0.42	5,000	3,800	2,400
51	Cottage	18,730.8	0.43	5,000	3,800	2,400
52	Cottage	14,810.4	0.34	5,000	3,800	2,400
53	Cottage	14,810.4	0.34	5,000	3,800	2,400
54	Cottage	15,246.0	0.35	5,000	3,800	2,400
55	Cottage	15,246.0	0.35	5,000	3,800	2,400
56	Villa	25,264.8	0.58	6,000	4,500	2,800
57	Cottage	15,246.0	0.35	5,000	3,800	2,400
58	Cottage	16,988.4	0.39	5,000	3,800	2,400

59	Cottage	20,037.6	0.46	5,000	3,800	2,400
60	Cottage	20,908.8	0.48	5,000	3,800	2,400
61	Cottage	15,246.0	0.35	5,000	3,800	2,400
62	Cottage	18,730.8	0.43	5,000	3,800	2,400
63	Cottage	15,246.0	0.35	5,000	3,800	2,400
64	Cottage	16,117.2	0.37	5,000	3,800	2,400
65	Cottage	15,681.6	0.36	5,000	3,800	2,400
66	Cottage	17,859.6	0.41	5,000	3,800	2,400
67	Cottage	20,037.6	0.46	5,000	3,800	2,400
68	Cottage	16,552.8	0.38	5,000	3,800	2,400
69	Cottage	20,037.6	0.46	5,000	3,800	2,400
70	Cottage	20,908.8	0.48	5,000	3,800	2,400
71	Cottage	17,859.6	0.41	5,000	3,800	2,400
72	Cottage	15,681.6	0.36	5,000	3,800	2,400

* Max Square Feet =	Maximum Living Square Footage (Main and Upper Level, does not include Garage)		
** Max Square Feet Footprint =	Maximum Lot Coverage at Grade Level including Garage		
*** Minimum Square Feet =	Minimum Living Square Footage (Main and Upper Level, does not include Garage)		
Cottage Lot = .33 to .49 Acre	23 of 72 Lots	or	32.00%
Villa Lot = .50 to .74 Acre	43 of 72 Lots	or	60.00%
Manor Lot = .75 to 1.0 Acre	6 of 72 Lots	or	8.00%

BOUNDARY DESCRIPTION

BEGINNING NORTH 00°06'38" WEST 683.00 FEET ALONG THE SECTION LINE FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4, EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 00°06'38" WEST 781.48 FEET ALONG THE SECTION LINE; THENCE NORTH 10°58'56" EAST 28.04 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 19°50'53" EAST 18.36 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 00°46'04" EAST 448.08 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89°58'31" WEST 18.35 FEET; THENCE NORTH 00°06'38" WEST 83.38 FEET ALONG THE SECTION LINE; THENCE NORTH 89°53'24" EAST 1,320.06 FEET; THENCE SOUTH 09°06'30" EAST 10.74 FEET; THENCE SOUTH 89°01'55" EAST 1,088.78 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 00°58'34" WEST 187.05 FEET; THENCE SOUTH 00°39'46" EAST 11.34 FEET; THENCE SOUTH 01°05'30" EAST 200.00 FEET; THENCE SOUTH 89°13'43" EAST 234.75 FEET; THENCE SOUTH 00°30'49" EAST 70.02 FEET; THENCE NORTH 89°13'43" WEST 235.41 FEET; THENCE NORTH 89°58'31" WEST 583.58 FEET; THENCE SOUTH 00°06'28" WEST 838.40 FEET; THENCE NORTH 89°36'38" WEST 515.81 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 89°30'33" WEST 714.18 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 89°28'38" WEST 148.04 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 89°51'51" WEST 177.68 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89°57'55" WEST 268.00 FEET ALONG AN EXISTING FENCE LINE TO THE POINT OF BEGINNING.

CONTAINING 62.216 ACRES.

Ent 299883 Bk 0847 Pg 0124

All of lots 1 to 72 for The
Cascades at Soldier Hollow

FIRST AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE CASCADES AT SOLDIER HOLLOW

Ent 335613 Bk 966 Pg 993-1038
Date: 12-MAY-2008 12:19PM
Fee: \$171.00 Check Filed By: MG
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: ATLAS TITLE INSURANCE

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FIRST AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF

THE CASCADES AT SOLDIER HOLLOW

THIS DECLARATION made and executed this ____ day of November, 2007, by WASATCH MOUNTAIN DEVELOPMENT, LLC, a Utah limited liability company with its principal place of business located in Midway, State of Utah, (hereinafter referred to as "Declarant") and Cascades At Soldier Hollow Homeowners' Association.

RECITALS:

A. Declarant is the owner of certain real property except for lots previously conveyed located in Wasatch County, State of Utah (the "Property") more particularly described in Article II of this Declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a nonprofit corporation, THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

I. DEFINITIONS

1.1. Association shall mean and refer to THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation.

1.2. Board shall mean and refer to the Board of Trustees of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.3. Building Pad shall consist of either (i) the area designated upon a Plat where a Living Unit or other building may be located, or (ii) if no such area is designated upon a Plat, the area located

within the Lot boundaries, reduced however, by all setbacks which are required by the terms of this Declaration or by appropriate governmental agencies.

1.4. Common Areas shall mean and refer to that part of the Property which is not included with the Lots (other than Common Area Lots designated upon a Plat), which is owned by the Association and those easements either granted to or reserved for the benefit of the Association or the Owners and intended for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and fixtures and other personal property owned by the Association when the context so requires. Subject to the limitations contained in this Declaration, the Trails are part of the Common Areas.

1.5. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.6. Design Guidelines shall mean and refer to those guidelines and regulations created by the Declarant for the design and construction of Living Units and other improvements within the Development and the corresponding landscaping of Lots.

1.7. Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.8. Environmental Laws. The term "Environmental Laws" shall mean any federal, state, local or foreign statutes, codes, plans, regulations or common laws related to pollution or protection of the environment, including, without limitation, any common laws of nuisance or trespass and any laws or regulations relating to emissions, discharges, releases or threatened releases of Toxic Materials into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Toxic Materials. "Environmental Laws" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under those Environmental Laws.

1.9. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.10. Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit. Reference to a "Common Area Lot" shall not mean a Lot as described herein.

1.11. Member shall mean and refer to every person who holds a membership in the Association.

1.12. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.13. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.14. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Wasatch County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not

mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.15. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Wasatch County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of this Declaration constitutes the Parcel.

1.16. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Wasatch County, Utah. Recorded concurrently with this Declaration is a Plat of The Cascades at Soldier Hollow, and executed and acknowledged by Declarant on March 28, 2006, and creating separately numbered Lots. Said subdivision plat was amended, executed and recorded March 15, 2007 in Wasatch County and constitutes a Plat.

1.17. Property shall mean and refer to all of the real property which is covered by a Plat.

1.18. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

1.19. Toxic Materials. The term "Toxic Materials" 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."

1.20. Trails shall mean a system of trails, and easements reserved for the construction and maintenance of such Trails, to be established by Declarant as a Common Area and designated as such on one or more Maps as the same are submitted to the terms and conditions of this Declaration. Although designated as a Common Area, the Trails are subject to public use as required by the Governing Documents.

II. PROPERTY DESCRIPTION

2.1. Submission. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following-described real property situated in Wasatch County, State of Utah.

All lots and common areas within the Cascades at Soldier Hollow Subdivision Plat recorded in the amended Plat on March, 15, 2007 in Book 934, Page 1744, Entry Number 317021, Wasatch County Recorders Office

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

2.2. Dedication of Easements for Future Road. In addition to the reservations set forth in Section 2.1 herein above, the Plat discloses the dedication of a 50 foot road easement over Common Area Lots D and G in favor of Midway City for the construction, use and maintenance of a future public street, which public street may be constructed by the City or other third parties according to the City's standards and requirements. Prior to the construction of such public street, the Association, at its sole cost and expense, shall maintain such Common Area Lots D and G in the same manner that other Common Areas are maintained.

2.3. Storm Drain Easements. Common Area Lots as designated upon the Plat are dedicated and reserved for storm drain easements and the temporary holding of storm waters emanating from the Property. The Association shall be solely responsible for the maintenance of such easement areas including but not limited to all storm drain pipelines, ponds, sumps and other equipment and/or improvements constituting such storm drain systems which are not dedicated to the public.

III. MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for Membership in the Association. The Class B Membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

- (a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Members; or
- (b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

3.3. Multiple Ownership Interests. In the event 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. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote 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 involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association with a transfer fee of \$25.00, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.6.

IV. PROPERTY RIGHTS IN COMMON AREAS

4.1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas; provided, however that the Trails are also available for public recreational use. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Lot.

4.2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained within The Cascades at Soldier Hollow Subdivision, as the same is identified in the Plat Recorded March, 15, 2007 in Book 934, Page 1744, Entry Number 317021; in the "Declaration of Covenants, Conditions and Restrictions of The Cascades at Soldier Hollow" recorded in Book _____ at Page _____; and the "First Amendment of Declaration of Covenants, Conditions, and Restrictions of The Cascades at Soldier Hollow" recorded in Book _____ at Page _____, of the official records of the Wasatch County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey Map in the official record of the Wasatch County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4.3. Transfer of Title. Declarant agrees to convey to the Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed. In the event the Declarant fails to convey the Common Areas by deed or other instrument, the filing of the Plat shall nevertheless be deemed a conveyance of the Common Areas to the Association.

4.4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
- (b) The right of the Design Review Committee to approve and designate the point of access from a Lot to any street in accordance with the requirements of Article VIII;
- (c) The right of Wasatch County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by (i) all holders of first Mortgages secured by Lots and (ii) by two-thirds (2/3) of the vote of the combined classes of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date provided, however that the dedication or transfer of the Trails to any public agency or authority shall not require the consent of the first Mortgages secured by Lots.

4.5. Public Use of Trails. As required by the Governing Documents, the Trails shall be made available for use by the public in accordance with their intended use. Such uses are restricted to recreational purposes, including but not limited to hiking, walking, nature study, cross country skiing, biking (excluding motorized vehicles), and viewing of scenic areas. Such Trails are made available to the public with the express understanding as provided by the Governing Laws, that "an Owner owes no duty of care to keep the premises safe from entry or use by any person entering or using the premises for any recreation purpose or to give any warning of a dangerous condition, use, structure, or activity on those premises to that person." Any person using such Trails shall not have the status of an invitee or licensee to whom a duty of care is owed, and the Declarant, Association and the Owners assume no responsibility for or shall incur any liability for any injury to persons or property caused by the act or omission of the person or any other person who enters upon the Trails. The Declarant, Association and the Owners

specifically rely upon the provisions of "Limitations of Landowner Liability - Public Recreation Act, Section 57-14-1, et. seq., Utah Code Annotated, in providing the use of the Trails to the public.

4.6 Common Area Fund Assessment. Effective from the date of this First Amended Declaration of Covenants, Conditions, and Restrictions of the Cascades At Soldier Hollow, each Owner, except the Declarant, transferring ownership of a Lot, shall pay a "Common Area Fund Assessment" of Two Thousand Dollars (\$2,000.00) to the Association which shall be deposited within 5 days of the recording of the transfer. This Assessment is for the purpose of providing for the maintenance and operation of the Common Area, Trails, common area fencing, landscaping, and features which are the responsibility of the Association. The Common Area Fund Assessment shall be in addition to the assessments provided under Article V and shall be due within 5 days after the recording of the transfer. Funds deposited in the Common Area Fund Assessment account shall be invested as required by the Prudent Investor Standards of the Utah Uniform Prudent Investor Act and shall be held and used only for the purposes of maintaining, replacing and operating the common area features owned by the Association.

V. ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

5.3. Maximum Monthly Assessment. Commencing upon the date established as provided in Section 5.8, each Lot shall be subject to a monthly assessment, but not more than One Hundred Forty Dollars (\$140.00). One Hundred Forty Dollars (\$140.00) will be the Maximum Monthly Assessment for 2007. From and after January 1, 2008, the Board of Trustees may increase the Maximum Monthly Assessment each year by no more than 8% above the Maximum Monthly Assessment for the previous year without a vote of the membership and may set the monthly assessment at any amount equal to or less than the Maximum Monthly Assessment. To increase the Maximum Monthly Assessment more than 8% above the Maximum Monthly Assessment for the previous year, the change must be assented to by not less than a majority of the votes of the combined Classes of Members, present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Trustees of the Association may from time to time and in its discretion set the

amount of the monthly assessment at any sum not in excess of the then applicable Maximum Monthly Assessment amount.

5.4. Special Assessments. From and after the date set under Section 5.8, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the votes of the combined Classes of Members, present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5. Common Area Fund Assessment. As provided in Section 4.6, a fee of Two Thousand Dollars (\$2,000.00) is due within 5 days of the recording of transferring of a Lot.

5.6. Reimbursement Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 5.3, 5.4, and 5.5 above, the Board may levy at any time Special Assessments (a) on each Lot specifically benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a), Section 7.4, Section 7.11 or other provisions of this Declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. Such Reimbursement Assessments shall be paid within 30 days unless otherwise stipulated by a majority vote of the Board of Trustees. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefited.

5.7. Uniform Rate of Assessment. Except as provided in Section 5.6 above, monthly and special assessments shall be fixed at a uniform rate for all Lots. Declarant, for each unsold Lot owned by it in the development, shall pay monthly assessments as herein provided for all Lot Owners; provided that until such date as Declarant closes and conveys a Lot to an Owner (other than Declarant), the monthly assessment attributable to such Lot shall be one-fourth (1/4) the regular monthly assessment.

5.8. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on (i) the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, (ii) the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, or (iii) if either of the foregoing has occurred as of the date of recording of this Declaration, the first day of the month following recording, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of \$15.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

NOTWITHSTANDING THE FOREGOING, in the event that a majority of the Board of Trustees elect, the Association may provide for the payment of monthly assessments on a quarterly basis, provided such assessments are payable in advance.

5.9. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.10. Effect of Non-Payment Remedies. Any assessment or fine not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.11. Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Wasatch County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Wasatch County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- a. The Association shall accept all Owners as members of the Association.
- b. The Association shall accept title to all Common Areas conveyed to it by Declarant.
- c. The Association shall maintain, repair, and replace all landscaping and improvements in the Common Areas, including but not limited to the maintenance of all exterior trees, shrubs, grass, and other Common Area improvements. Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

As provided in Section 7.13, each Owner shall have the obligation to provide exterior maintenance of his Living Unit including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title. Each Owner shall paint, repair, and otherwise maintain the exterior and interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems. The

maintenance of all Living Units and accessory buildings shall be in accordance with the Design Guidelines.

In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject.

d. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

e. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

f. The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association.

6.2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect fines imposed upon Lot Owners by the Board of Directors and assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VII of this Declaration. The Association shall have the right to close all or any portion of a Common Area to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right therein to any person or the public. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

b. In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas (and exterior repairs of Living Units to the extent necessitated by the failure of the Owners of such Lots) or in exercising

any of its rights to construct, maintain and repair improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice; the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

i. Construction, maintenance, repair and landscaping of the Common Areas (and exterior repairs of Living Units upon Lots to the extent necessitated by the failure of Owners of such Lots) on such terms and conditions as the Board shall deem appropriate.

ii. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

v. Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

c. The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Five Thousand Dollars (\$5,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

6.3. Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things: (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the types of animals permitted and the maintenance of permitted animals on the Property; (e) the use of Living Units for business or rental purposes; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents. The Board may also adopt additional Design Guidelines, in addition to those adopted by the Declarant, for the construction of Living Units; provided, however, that until the earlier of the expiration of ten (10) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, or all Units to be located upon the Property and the Additional Property have been sold to third parties, Declarant shall have the unilateral right to amend or modify the Design Guidelines or to reject any additional Design Guidelines proposed by the Board. Rules and Regulations and/or Design Guidelines adopted by the Board may be enforced in accordance with the provisions of Section 7.16.

6.4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

6.5. Insurance. The Association shall secure and at all times maintain the following insurance coverage:

(a) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "The Cascades at Soldier Hollow Homeowner's Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear".

(b) A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$500,000 for any one person injured; \$2,000,000 for all persons injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(2) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

(3) The Association shall have the authority to adjust losses.

(4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

(5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

6.6. Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

VII. USE RESTRICTIONS

7.1. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

7.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit; provided, however nothing herein shall preclude the use of a home office. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

7.3. Building Features and Materials. See Exhibit B—Design Guidelines.

The location of all buildings, and each building's design, features and materials must be consistent and in accordance with the Design Guidelines in effect on the date the Lot Owner submits his plans to the Design Review Committee. The Design Guidelines may be amended from time to time by the Board of Trustees. Reference must be made to the current Design Guidelines for additional requirements and conditions for the design and construction of Living Units.

that: (a) Building Location. Each building (including Living Unit) shall be located such

(i) Subject to the provisions of this subparagraphs (a) (i) providing for "Minimum Approved Setback Requirements" (as defined below) and (a) (iii) below providing a procedure for a variance, all buildings shall be located upon a Lot solely within the Minimum Approved Setback Requirements, regardless of the designation of a Building Pad or setbacks as shown on the Plat, and oriented as may be required by or consented to by the Design Review Committee in accordance with the provisions of Article VIII. Notwithstanding the designation of a Building Pad and/or setbacks for a Lot upon the Plat, the Declarant has determined that setbacks established upon the Plat may be disregarded as long as the following "Minimum Approved Setback Requirements" are complied with by Owners for Lots as follows: (a) except for the designated Lots as provided in (c) below, for Lots with areas of .5 acres or larger, a front yard setback of 40 feet, a rear yard setback of 40 feet and side yard setbacks of 20 feet each; (b) for Lot 2 and Lots with areas of less than .5 acres, a front yard setback of 40 feet, rear yard setback of 30 feet and side yard setbacks of 15 feet each; and (c) for the following Lots, namely Lots 1, 5, 15, 16, 21, 22, 34 and 45, a front yard setback of 40 feet, a rear yard setback of 30 feet and side yard setbacks of 20 feet each.

(ii) For the purposes of this covenant, steps and open porches shall be considered as a part of a building, and same may not extend beyond the Building Pad or the area of any setback.

(iii) Notwithstanding the provisions of subparagraph (a) (i) above, the Design Review Committee shall have the authority, at the request of the Owner of any Lot and based upon a showing of good cause, to grant a variance to the "Minimum Approved Setback Requirements" as specified in subparagraph (a) (i), to modify one or more of the Minimum Approved Setback Requirements for such Lot (regardless of what is shown on the Plat), provided the Design Review Committee determines in its discretion that: (x) the existing requirements would create an unreasonable hardship or burden on an Owner or a change of circumstances since the recordation of the Plat and this Declaration has

rendered such restriction obsolete; and (y) the activity permitted under the variance will not have any substantial adverse effect on other Owners and is not inconsistent with the intent to create open spaces and views between Living Units. Any variance granted by the Design Review Committee shall be evidenced in writing signed by a representative of such Design Review Committee. The grant of any variance as to any Lot as provided in this subparagraph (iii) shall not constitute a waiver of the requirements of subparagraph (a) (i) above and does not affect the ability of the Design Review Committee to withhold its approval of any similar request subsequently made.

(iv) Nothing in this subparagraph (a) shall be construed as permission for any Owner to violate the setback requirements of any governmental entity having jurisdiction over the Property.

(b) Size limitation and Height of Living Unit. The Living Unit to be constructed upon each Lot shall be limited in the size of its total footprint (measured by the outer boundaries of the Living Unit including garage) and the maximum and minimum square footage of the Living Unit, according to the requirements of Exhibit "A" attached hereto. The square footage requirements for maximum and minimum square footages of the Living Unit shall be exclusive of the square footage contained within garages. The maximum height of any feature upon any Living Unit shall not exceed thirty five (35) feet or such lower height required by applicable building codes. Any deviation in size requirements as set forth on Exhibit "A" must be approved in writing by the Design Review Committee prior to any construction.

(c) Garages. Garages must be fully enclosed and located within the Building Pad, accommodate a minimum of two cars and be equipped with an automatic garage door opener. Carports are not permitted within the Subdivision.

(d) Exterior Building Wall Materials. See Exhibit B—Design Guidelines

(e) Roof, Soffit and Facia. See Exhibit B—Design Guidelines

(f) Windows. See Exhibit B—Design Guidelines

(g) Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be located solely within the Building Pad, shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the Living Unit. All such appurtenant buildings shall be subject to the approval of the Design Review Committee before their construction and/or installation.

(h) Chimneys. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies. Exposed metal flues are not acceptable; all chimneys shall be covered with a hood to hide the flue system.

(i) Mailboxes. See Exhibit B—Design Guidelines

(j) Fences and Walls. No fencing shall be permitted upon any Lot, with the following exceptions. In the event that any Owner installs any swimming pool or similar improvement upon a Lot, the same shall be fenced according to applicable building and safety codes and such fencing materials shall be limited to wrought iron of natural colors approved by the Design Review Committee. All permitted fences on a Lot shall be maintained by Owners and the same shall not be permitted to go into disrepair.

(k) Paving. Driveways and other paved areas, including their location, are part of the design review process and are subject to review and approval by Design Review Committee. Driveway and other flat paved areas generally may be composed of concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas and driveways are not permitted. Asphalt driveways may be approved based upon particular circumstances and extraordinary needs, all such asphalt driveways to be approved by the Design Review Committee.

(l) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

(m) Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved in advance by the Design Review Committee. Satellite dish antennas shall not be permitted on roofs.

(n) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be colored to match adjacent roofing materials.

(o) Pools, Spas, Fountains, Gamecourts, Etc. Pools, spas, fountains, gamecourts, children's play sets, etc. shall be approved by the Design Review Committee and shall be located to avoid impacting adjacent properties with light or sound. No gamecourt shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound-insulated from neighboring houses. Children's play sets shall not exceed ten (10) feet in height. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

(p) Sheet Metal, Flashing and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(q) Mechanical Equipment. All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows unless screened from view and approved by the Design Review Committee. Swamp coolers are not permitted.

(r) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

(s) Exterior Lighting. It is intended that the Property and Lots be lighted adequately for safety and security. It is also desirable that each Lot have landscape lighting that subtly highlights landscaping rather than buildings. Bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky is to be avoided. Consistent with these objectives, Owners of a Lot shall be permitted to utilize accent and spot lights on the Living Unit located upon such Lot as long as the same utilize the "dark sky" concept and are downward reflecting.

(t) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be performed within the confines of a Lot.

(u) Site Grading and Drainage. Wasatch County and other applicable governmental agencies require that each Lot Owner retain on his own Lot, water runoff in accordance with the

approved grading and drainage plan submitted by the Declarant in connection with its application for subdivision approval. CAUTION: each Owner shall be solely responsible for any and all drainage requirements necessitated by construction of such Owner's Living Unit or any damage or loss occasioned by water runoff.

(v) City and Other Approval. Approval of any improvements by the Design Review Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Design Review Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Design Guidelines.

(w) Metal Awnings. Metal awnings, metal "lean-tos", or metal patio covers shall not be permitted on any Lot.

7.4. Landscaping and Common Area Improvements. (a) Except for the construction of a Living Unit which is approved in accordance with the procedures set forth in Article VIII, each Owner shall be restricted from removing or modifying trees (4 inches in caliper or larger) which are located upon and naturally grow upon such Owner's Lot, unless the same shall be dead or dying. Each such Owner shall be responsible at his own cost and expense to maintain and water all such trees, including any which Declarant may have installed upon such Lot during development of the Subdivision or which are installed by Owner (or predecessor) after approval by the Design Review Committee in accordance with the requirements of Section 8.2. All trees, shrubs and other vegetation (excluding annuals) to be installed to the front of any Living Unit or the side yard of any Lot abutting a street shall be approved by the Design Review Committee prior to installation. The addition to, modification of, or removal of trees and other approved vegetation (including removal of the same because of death which is not thereafter replaced by substitute approved vegetation) without the prior approval of the Design Review Committee shall be deemed a violation of the requirements of Owner to maintain the same and the Design Review Committee shall have the right to require Owner to restore such area to its prior approved condition at the sole cost of Owner. In the event Owner fails to restore such area as required herein, the Association shall have the right to restore the same and the cost of such restoration together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the Property including the development of Common Areas and the installations of utilities serving the Subdivision.

7.5. Recreational Vehicles. No boats, trailers, snowmobiles, all terrain vehicles, wheeled or tracked vehicles, large trucks and commercial vehicles (herein collectively "belonging to Owners or other residents of the Property" shall be parked within the Development, except temporary parking not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, street or Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles. Any motor or recreational vehicle must be kept in any enclosed garage:

7.6. Pets. No animals other than household pets (not exceeding two in number of dogs and/or cats) shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Design Review Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

7.7. Common Areas. The Common Areas of the Development shall be improved and used only for the following purposes:

- a. Pedestrian and bicycle access to and from and movement within the Development; provided, nothing herein shall preclude the use of Trails by members of the public.
- b. Recreational use by Owners and occupants of Living Units and their guests.
- c. Beautification of the Development.
- d. Privacy for the Owners and occupants of Living Units.
- e. Such other uses as shall be determined from time to time by the Board for the benefit of members of the Association, following consultation with the Design Review Committee.

7.8. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be cancelled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better). An Owner may be required to obtain flood insurance as a condition to obtaining any financing covering any improvements upon a Lot.

7.9. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

7.10. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Design Review Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

7.11. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units. Additionally, prior to construction of a Living Unit upon any Lot, the Lot Owner is required to keep the Lot clear of all debris and keep any vegetation on his Lot to a height of less than 12 inches. If an Owner fails to maintain his Living Unit or Lot to these standards, then after a 14 day notice, the Association shall have the right to contract for the necessary clean up and maintenance and the cost of such work together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.6) to which such Lot is subject.

7.12. Right of Entry. During reasonable hours, any member of the Design Review Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with.

7.13. Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except:

- a. Such signs as may be required by legal proceedings.
- b. Construction identification signs, placed and maintained only during construction of a Living Unit, not exceeding four feet wide and four feet high, for each Living Unit.
- c. A "For Sale" or "For Rent" sign, to the extent permitted by the Board.
- d. Political Signs not exceeding 24 by 36 inches in size, further provided that such signs may be displayed only for a period of 45 days before a primary or general election through a date one day after each such election, as applicable.

7.14. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Design Review Committee. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection.

7.15. Toxic Materials. No Owner shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from the Development or any portion thereof in violation of any Environmental Laws.

7.16. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- a. Declarant, so long as it has any interest in any of the Property;
- b. Any Owner; or
- c. The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.17. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, for the seven (7) years following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by the Declarant.

VIII. DESIGN CONTROL

8.1. Design Review Committee. The Board of Trustees of the Association shall appoint a minimum of a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee. The Committee may also approve of general contractors who may

perform construction work within the property, provided that the Declarant delegates such right to the Committee in accordance with the requirements of Section 8.11 herein below.

8.2. Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the Committee and the Declarant or Committee has received notice of the identity of the Contractor. All such plans and specifications shall be consistent with the Design Guidelines and/or the Design Guidelines which shall be from time to time adopted by the Board.

8.3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with the Design Guidelines, existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

8.4. Approval Procedure. Any plans and specifications submitted to the Committee shall be submitted on a form provided by the Committee and in duplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association and the remaining set of plans will be returned to the property owner.

All plans and specifications shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

The following design review fees (made payable to the Association) are required for changes submitted after initial construction and landscaping: \$100.00 for each separate submittal of architectural, landscaping, fencing and/or lighting drawings; provided that if any of the foregoing plans are submitted together, all plans submitted at the same time shall be considered one submittal.

8.5. Deposits.

(a) Except for an Approved Contractor/Preferred Builder as defined in Section 8.11, the Design Review Committee shall require that an Owner make a non-refundable deposit in the amount of \$5,000.00, in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the Design Review Committee. The deposit made under this Section 8.5 (a) is non-refundable and is intended to assure (a) the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements; (b) compliance with the requirements of this Declaration; and (c) the Association's monitoring of the construction of improvements and work.

(b) The Design Review Committee shall also require that an Owner, whether or not an Approved Contractor is retained, post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the Design Review Committee, in the amount of \$5,000.00, in favor of the Association, as a condition to approving the construction of a Living Unit and any proposed work or improvement in relationship thereto. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been

properly posted with the Association. The deposit made under this Section 8.5 (b) is refundable and is intended to assure (a) the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the installation of landscaping; and (b) the installation of landscaping according to the requirements of Section 8.7 below. Any costs deemed necessary by the Board of Directors to bring Owner's Living Unit or Lot into compliance with the requirements of Section 8.7 below, w be deducted from this bond, cash security deposit or irrevocable letter of credit.

8.6. Address for Submittal. Plans and specifications for the construction and installation of any and all improvements within THE CASCADES AT SOLDIER HOLLOW shall be submitted and approved by the Design Review Committee (prior to submittal to any required governmental agency) at the following address:

THE CASCADES AT SOLDIER HOLLOW
% Wasatch Mountain Development, LLC
1219 W. Ranch Circle
Midway, Utah 84094

The Board of Trustees of THE CASCADES AT SOLDIER HOLLOW Homeowners' Association has the authority to change the address for the submittal of plans and specifications.

8.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(i) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

(ii) All construction activities occurring on any day shall be limited to periods between 7:00 a.m. and sundown but not earlier than 7:00 p.m.

(iii) The front, side and back yards of each Lot shall be landscaped within a period of six (6) months following completion or occupancy of the Living Unit; provided, however, that if completion of or occupancy of a Living Unit occurs during winter and such weather conditions preclude the installation of landscaping, such landscaping shall be completed not later than September 1 following such winter.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be placed in containers. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the Development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot. During the construction period, each construction site shall be kept neat and debris shall be promptly removed from public or private roads, open spaces and driveways. Failure to follow such guidelines will re

Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Design Review Committee.

Construction crews shall not park on, or otherwise use, other lots or any open space. All construction vehicles and machinery shall be parked only in areas designated by the Design Review Committee.

8.8. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.9. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

8.10. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

8.11. Approval of Contractor. In order to provide better assurances that the provisions of this Declaration will be carried out during the construction and improvement of Lots, Declarant has reserved the right to approve the identity of those individuals and/or companies who may act as a general contractor on behalf of an Owner in the construction of a Living Unit or other structures to be located upon a Lot within the Subdivision, all in accordance with the terms herein contained. Declarant may delegate the right to approve such contractors on a lot by lot basis to the Design Review Committee. The Declarant, or if applicable, the Design Review Committee, shall maintain a list of Approved Contractors/Preferred Builders.

Each Owner covenants and agrees by accepting title to a Lot, that such Owner shall use only an approved general contractor, approved by Declarant or the Design Review Committee as provided herein (an "Approved Contractor/Preferred Builder") as Owner's contractor for the construction of a Living Unit and related improvements upon a Lot located within the Subdivision, each such Living Unit to be constructed according to the wishes and desires of Owner, subject only to the requirements of this Declaration and applicable governmental requirements. In the event that Owner is unable to obtain the approval of Declarant or the Design Review Committee, as applicable, for Owner's contractor, Owner may nevertheless be permitted to use the services of such general contractor upon the payment of a non-refundable deposit of Five Thousand Dollars (\$5,000) with the Association, as provided in Section 8.5, which amount hereof may be used by the Association to hire one or more consultants to monitor the Owner's and such unapproved general contractor's compliance with the requirements of this Declaration and to otherwise assure the Association that Owner and such unapproved general contractor shall comply with the objectives of Section 8.5. In the event that such deposit is not sufficient to cover the Association's costs of monitoring construction or otherwise requiring compliance with the objectives of Section 8.5, the Owner shall be responsible for any additional costs.

IX. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

9.1. Notice of Default. In the event an Owner neglects for a period of thirty (30) days or more to cure any failure on his part to perform his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

9.2. Abandonment, Termination, Etc. Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:

(a) To abandon or terminate the project or to abandon or terminate the arrangement which was established by the Declarant and the Plat of the Project;

(b) To partition or subdivide any Lot or the Common Areas;

(c) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the Common Areas except for the creating of easements and similar purposes consistent with the intended use of the Common Areas, and further provided that the transfer of Trails to a public agency or authority for administration shall not require the consent of the first Mortgages; or

(d) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the repair, replacement, or reconstruction of such improvements.

9.3. Notice of Substantial Damage or Destruction. The Association shall notify all holders of any first mortgage lien or equivalent security interest on a Lot in writing in the event that there occurs any substantial damage to or destruction of any Living Unit or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of \$15,000. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction.

9.4. Condemnation or Eminent Domain Proceedings. The Association shall give written notice to all holders of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the Common Areas within ten (10) days after the Association learns of the same.

9.5. Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.6. Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in Section 1, Article V shall be subordinate to the lien of any first mortgage upon such Lot; and the holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure of such first mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgage Lot.

9.7. Mortgagees' Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association shall be accomplished or

effective unless at least two-thirds (2/3) of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

9.8. Mortgagees' Rights to Inspect Association Records. The holders of first mortgages shall have the right upon reasonable notice and during business hours to inspect and copy at their own expense all books and financial records of the Association.

X. MISCELLANEOUS

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

10.2. Amendment. Subject to the provisions of Section 2 of Article VIII of this Declaration any amendment hereto shall require (i) the affirmative vote of at least two-thirds (2/3) of all membership votes, which Members present in person or represent by proxy are entitled to cast at a meeting duly called for such purpose; and so long as the Class B membership exists, (ii) the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association, and by the Declarant if the Class B Membership then exists. In such instrument the President or Vice President of the Association shall certify that the vote required by this Section for amendment has occurred.

10.3. Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this Section 10.3:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 10.3 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

10.4. Lease Provision. Any Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide, inter alia, that:

- (a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and
- (b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

10.5. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the property may be assigned.

10.6. Dissolution. Subject to the restrictions set forth in Article VIII of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds (2/3) of the votes of each class membership. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the By-laws, the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a non-profit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters and sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of this Declaration.

10.7. Declarant's Covenant to Construct Common Areas. Declarant hereby covenants to construct and complete all Common Areas improvements and amenities, if any, indicated on the Plat within two (2) years of the filing of this Declaration in the office of the County Recorder of Wasatch County, Utah.

10.8. Enforcement by City. If the Association fails to maintain the Common Areas, the common access roadways, along with the curbs, gutters and sidewalk, in good order and condition, the City of Midway shall have the right, but not the obligation, upon giving the Association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.9. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall 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 party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.10. Property Part of Development. The Property shall comprise the Cascades at Soldier Hollow Subdivision.

10.11. Covenants to Run With Land. This Declaration and all 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 the Declarant, and all parties who hereafter acquire any interest in a Lot or in the Common areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner

for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.12. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, Utah.

EXECUTED the day and year first above written.

Cascades At Solider Hollow Homeowners' Association accepts this FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CASCADES AT SOLDIER HOLLOW and certifies that the vote required by the Section 10.2 of the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CASCADES AT SOLDIER HOLLOW has taken place.

Cascades At Soldier Hollow Homeowners Association,
a Utah nonprofit corporation

By: [Signature]
Its: President

STATE OF UTAH)
COUNTY OF WASATCH) ss

On the 9th day of May, 2008 personally appeared before me Larry Kacher, who being by me duly sworn did say that he is the President of WASATCH MOUNTAIN DEVELOPMENT, LLC, and that the within and foregoing instrument was signed in behalf of said company by authority of a resolution of its members or in accordance with its operating agreement and the said Larry Kacher duly acknowledged to me that said company executed the same.

[Signature]
NOTARY PUBLIC



DECLARANT:
WASATCH MOUNTAIN DEVELOPMENT, LLC,
a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH)

COUNTY OF WASATCH)

: SS

On the _____ day of _____, 200_, personally appeared before me
_____, who being by me duly sworn did say that he is the
_____ of WASATCH MOUNTAIN DEVELOPMENT, LLC, and that the within and
foregoing instrument was signed in behalf of said company by authority of a resolution of its members or
in accordance with its operating agreement and the said _____ duly
acknowledged to me that said company executed the same.

NOTARY PUBLIC

Exhibit "A"

Living Unit Square Footage Limitations

Lot SpecificsResidence

PLAT #	LOT TYPE	LOT SF	ACRES	MAX SF	MAX SF FOOTPRINT	MIN SF
1	Villa	32,234.4	0.74	6,000	4,500	2,800
2	Manor	41,817.6	0.96	8,000	5,600	3,500
3	Manor	42,688.8	0.98	8,000	5,600	3,500
4	Manor	42,688.8	0.98	8,000	5,600	3,500
5	Villa	21,780.0	0.50	5,000	3,800	2,400
6	Manor	41,817.6	0.96	8,000	5,600	3,500
7	Villa	23,522.4	0.54	6,000	4,500	2,800
8	Villa	21,780.0	0.50	5,000	3,800	2,400
9	Villa	26,571.6	0.61	6,000	4,500	2,800
10	Manor	37,026.0	0.85	8,000	5,600	3,500
11	Villa	28,314.0	0.65	6,000	4,500	2,800
12	Villa	21,780.0	0.50	5,000	3,800	2,400
13	Villa	21,780.0	0.50	5,000	3,800	2,400
14	Villa	21,780.0	0.50	5,000	3,800	2,400
15	Villa	21,780.0	0.50	5,000	3,800	2,400
16	Villa	21,780.0	0.50	5,000	3,800	2,400
17	Villa	21,780.0	0.50	5,000	3,800	2,400
18	Villa	21,780.0	0.50	5,000	3,800	2,400
19	Villa	21,780.0	0.50	5,000	3,800	2,400
20	Villa	21,780.0	0.50	5,000	3,800	2,400
21	Villa	30,927.6	0.71	6,000	4,500	2,800
22	Villa	21,780.0	0.50	5,000	3,800	2,400

PLAT #	LOT TYPE	LOT SF	ACRES	MAX SF	MAX SF FOOTPRINT	MIN SF
23	Villa	21,780.0	0.50	5,000	3,800	2,400
24	Villa	21,780.0	0.50	5,000	3,800	2,400
25	Villa	23,958.0	0.55	6,000	4,500	2,800
26	Villa	21,780.0	0.50	5,000	3,800	2,400
27	Villa	21,780.0	0.50	5,000	3,800	2,400
28	Villa	21,780.0	0.50	5,000	3,800	2,400
29	Villa	21,780.0	0.50	5,000	3,800	2,400
30	Villa	21,780.0	0.50	5,000	3,800	2,400
31	Villa	21,780.0	0.50	5,000	3,800	2,400
32	Villa	21,780.0	0.50	5,000	3,800	2,400
33	Villa	21,780.0	0.50	5,000	3,800	2,400
34	Villa	21,780.0	0.50	5,000	3,800	2,400
35	Villa	21,780.0	0.50	5,000	3,800	2,400
36	Villa	23,086.8	0.53	6,000	4,500	2,800
37	Villa	21,780.0	0.50	5,000	3,800	2,400
38	Villa	21,780.0	0.50	5,000	3,800	2,400
39	Villa	21,780.0	0.50	5,000	3,800	2,400
40	Villa	21,780.0	0.50	5,000	3,800	2,400
41	Villa	21,780.0	0.50	5,000	3,800	2,400
42	Villa	21,780.0	0.50	5,000	3,800	2,400
43	Villa	21,780.0	0.50	5,000	3,800	2,400
44	Villa	21,780.0	0.50	5,000	3,800	2,400
45	Villa	24,393.6	0.56	6,000	4,500	2,800
46	Villa	23,958.0	0.55	6,000	4,500	2,800
47	Villa	21,780.0	0.50	5,000	3,800	2,400
48	Manor	34,412.4	0.79	8,000	5,600	3,500

PLAT #	LOT TYPE	LOT SF	ACRES	MAX SF	MAX SF FOOTPRINT	MIN SF
49	Cottage	20,473.2	0.47	5,000	3,800	2,400
50	Cottage	18,295.2	0.42	5,000	3,800	2,400
51	Cottage	18,730.8	0.43	5,000	3,800	2,400
52	Cottage	14,810.4	0.34	5,000	3,800	2,400
53	Cottage	14,810.4	0.34	5,000	3,800	2,400
54	Cottage	15,246.0	0.35	5,000	3,800	2,400
55	Cottage	15,246.0	0.35	5,000	3,800	2,400
56	Villa	25,264.8	0.58	6,000	4,500	2,800
57	Cottage	15,246.0	0.35	5,000	3,800	2,400
58	Cottage	16,988.4	0.39	5,000	3,800	2,400
59	Cottage	20,037.6	0.46	5,000	3,800	2,400
60	Cottage	20,908.8	0.48	5,000	3,800	2,400
61	Cottage	15,246.0	0.35	5,000	3,800	2,400
62	Cottage	18,730.8	0.43	5,000	3,800	2,400
63	Cottage	15,246.0	0.35	5,000	3,800	2,400
64	Cottage	16,117.2	0.37	5,000	3,800	2,400
65	Cottage	15,681.6	0.36	5,000	3,800	2,400
66	Cottage	17,859.6	0.41	5,000	3,800	2,400
67	Cottage	20,037.6	0.46	5,000	3,800	2,400
68	Cottage	16,552.8	0.38	5,000	3,800	2,400
69	Cottage	20,037.6	0.46	5,000	3,800	2,400
70	Cottage	20,908.8	0.48	5,000	3,800	2,400
71	Cottage	17,859.6	0.41	5,000	3,800	2,400
72	Cottage	15,681.6	0.36	5,000	3,800	2,400

Max Square Feet =

Maximum Living Square Footage (Main and Upper Level, does not include Garage)

**	Max Square Feet Footprint =	Maximum Lot Coverage at Grade Level Including Garage		
***	Minimum Square Feet =	Minimum Living Square Footage (Main and Upper Level, does not include Garage)		
	Cottage Lot = .33 to .49 Acre	23 of 72 Lots	or	32.00%
	Villa Lot = .50 to .74 Acre	43 of 72 Lots	or	60.00%
	Manor Lot = .75 to 1.0 Acre	6 of 72 Lots	or	8.00%

Exhibit B—Design Guidelines

Mission Statement

Some neighborhoods have a special quality that makes them appealing to live in and memorable to visit. Examples can be found throughout Europe, as well as in many older American communities, such as Martha's Vineyard, MA, Coral Gables, FL, Winnetka, IL and even closer to home in Salt Lake City, the Harvard/Yale and Federal Heights neighborhoods.

Whether centuries or just decades old, these neighborhoods have a timeless quality. They have retained their character and appeal in a world of change. What makes them so unique and durable?

Timeless neighborhoods and developments seem to have several common characteristics that give them lasting charm and grace:

- Their architecture was consistent, yet allowed for subtle individual expression
- They had a limited range of building materials
- They were designed with care and attention to detail
- They were often served by tree-lined streets with open space, trails and parks

In older communities these characteristics evolved naturally – architectural practices were learned locally, a limited range of building materials were available nearby, and there was a strong tradition of formal street trees, stately landscapes and public parks for leisure and social interaction.

However, in today's mobile world, these constraints no longer occur naturally – we can obtain any building material from anywhere in the world, a designer can emulate any architectural style and landscapes are generally an afterthought. The unfortunate result is that many contemporary neighborhoods are often a hodge-podge of individual architectural styles, materials and landscapes rather than a cohesive neighborhood. In their enthusiasm to innovate, to be "modern", many developments have created communities that lack neighborhood identity, comfort and charm.

At The Cascades at Soldier Hollow, we have the opportunity to start fresh. We have the opportunity to design homes and a community that bring about a traditional sense of a mountain recreational community and capture the grace, individuality and compatibility of an old world country elegance that blends Midway's history with it's future, much like the country communities of Europe. To achieve this, we have adopted design guidelines that will assure a basic consistency to The Cascades at Soldier Hollow neighborhood, with a touch of timeless old world heritage and country charm. A slight mountain theme is also allowed, provided it is blended with the old world, European look.

Although The Cascades at Soldier Hollow features a variety of settings, home types and lot sizes, these Design Guidelines will knit them together in a cohesive neighborhood characterized by:

- An appropriate fit of the house to the lot and to the adjacent homes and relationships to common open space
- Timeless, traditional old world architecture such as steep gable roofs, towers, arches, portico entries, carriage houses and deeply set windows and doors
- Materials of permanence and quality such as roofs of slate, walls of stone, brick and stucco, brick and stone paving, divided lite windows, heavy timber doors and detailing, wrought iron fences and light fixtures, etc.
- A lush landscape setting that will accent and blend The Cascades at Soldier Hollow homes into a unified neighborhood

At The Cascades at Soldier Hollow, our goal is to achieve a level of overall architectural unity that still allows variety and individual expression. It is also our intent to avoid incompatible architectural and landscape styles that will diminish the value of adjacent properties. The guidelines are few and relatively simple, and still leave latitude in the design of individual homes. Further, we will be happy to consider variations to these guidelines, if designs are demonstrated to be compatible with the overall Cascades at Soldier Hollow image.

1. "FIT" ON LOT

- 1.1 Zoning. The applicable zoning code for The Cascades at Soldier Hollow is: RR-1-15 Residential Resort as described in the Midway Land Management Code. Each lot owner should acquaint themselves and their home designer with the current requirements of this zone regulation. Over and above meeting requirements of the RR-1-15 Zone, The Cascades at Soldier Hollow homes are required to also meet the following conditions:
- 1.2 Setbacks and Lot Coverage. Rather than create separate "building pads" for each lot, minimum setback requirements have been created to allow more freedom to the home buyer and to create a more unique looking development. The setbacks are based on lot sizes. Should the setbacks create unreasonable hardship or burden, an Owner may request a variance from the Design Review Committee. The building setback requirements are as follows:
 Lots that are .5 acre or larger: Front 40-feet, Sides 20-feet, Rear 40-feet, except lots 1, 5, 15, 16, 21, 22, 34 and 45, which can have a rear setback of 30-feet.
 Lots that are .49 acre or smaller: Front 40-feet, Sides 15-feet, Rear 30-feet.
 No part of the residential structure or accessory structure may extend beyond this envelope unless otherwise approved in writing by the DRC.
- 1.3 Building Height. For all lots, the maximum height allowed is 35' above the unmodified natural grade at any point, and is also governed by the RR-1-15 Zoning Code of Midway City, Utah.
- 1.4 Consolidation of Lots. For all but the Manor lots, an owner may consolidate one additional adjacent lot to create a larger lot. This will require both DRC and City approval (i.e., subdivision or lot line adjustment). The resulting building envelope can be up to 50% larger than the building envelope of the larger of the individual lots that were consolidated unless otherwise approved by the DRC. Only one single family residence is permitted on a consolidated lot.
- 1.5 Building Sizes. The maximum and minimum total building floor areas for each lot are shown in Addendum 1 – Lot Specifics and Maximum Square Footages. The total 2nd floor area of all building may not exceed 60% of the footprint. Maximum square footage includes garages, but does not include basements. Any variations as to size requirements must be approved by the DRC prior to any permits or construction.
- 1.6 Finished First Floor Standards. Each home and lot is to be evaluated as to "an appropriate fit of the house to the lot and the adjacent home." The design professionals for each home must submit to the Design Review Committee a finished first floor elevation that includes a certification of the City's requirements for grading, storm drain, sewer and basement. The guiding principle for setting the grade on each home is to have minimum elevation change from the existing grade, subject always to final grade approval by the DRC.

2. ARCHITECTURAL STYLES

- 2.1 A Touch of Old World Heritage and Charm.
 Buyers are encouraged to design homes reminiscent of traditional U.S. and European residential styles; some examples are shown below. Typical characteristics of these styles include, but are not limited to:
 - Gable or hip roofs
 - One story to one and a half stories above ground (2nd floor is all or partially within roof form)
 - Turret and/or tower accents
 - Shutters
 - Arches, pediments and lintels above doors/windows

- Bay windows
- Dormers
- Chimneys
- Recessed doors/windows
- Divided lite windows
- Substantial trim around windows/doors
- Stone or cast stone window/door surrounds

2.2 Styles Not Permitted. Contemporary styles or styles associated with distinctive climatic conditions such as:

- Adobe or Southwestern
- Mediterranean
- Modern
- Log Homes
- Contemporary Homes
- Colonial

or homes with geometric or free-form shapes, such as:

- "A" Frames
- Domes
- Barrel Vault
- Earth Integrated Homes

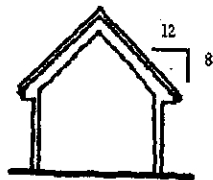
3. ROOFS

3.1 Major Roof Elements. Roofs are major visual elements that contribute the strongest sense of an architectural unity. Major roofs should be one of the following:

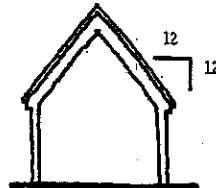
- Gable (including intersecting gable roofs)
- Hip (and acceptable variations of Hip such as Dutch Hip)

3.1.1 Roof types such as flat, A frames, geodesic domes or other extreme types are considered out of character and are prohibited.

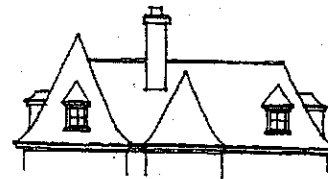
3.1.2 Major roofs should have a pitch of at least 8:12 and no more than 12:12. (Exceptions are allowed for dormers, towers and turrets, and other roof elements as approved by the DRC.



MIN.



MAX



3.1.3 Major Roof Materials. The Cascades at Soldier Hollow major roofing material must be one of the following:

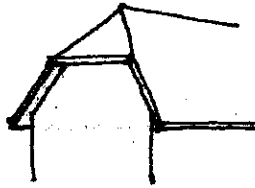
- Slate or composite slate

- 40 year Architectural Composite Shingle
- Wood Shake
- Natural Metal Roofing as approved by Design Review Committee

3.1.4 The DRC has pre-approved some roofing material styles and colors. They are available for review by contacting the DRC. Slate of equal or greater quality may be presented to the DRC for consideration and approval.



Hip Roof Example



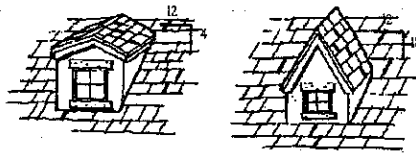
Dutch Hip Roof Example



Gable Roof Example

- 3.2 Roof Colors. Approved roof colors are blacks, browns, grays and other earth tones.
- 3.3 Exterior Metal. All exterior metal should be natural copper or colored to match the material to which they are attached, i.e., flashings, gutters, chimney surrounds, roof vents, plumbing vents, fascia and soffit. Other metals such as brass, bronze, zinc and aluminum may be considered on a case-by-case basis by the DRC in the design review process. Any exception to copper or colored terminations must be included in an application presented to and approved by the DRC with samples. In any event, the color palate for exterior metals shall be earth tones, no white, silver, galvanized or bright color tones allowed.
- 3.4 Minor Roof Elements

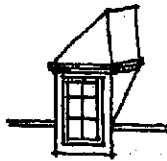
Minor roof features (dormers, turrets, towers, porticos) may have a minimum pitch of 4:12 and may be as steep as 18:12.



Acceptable dormer forms are:
Gabled
Hipped
Arched
Shed Dormer



Gable Dormer



Hip Dormer



Shed Dormer



Rounded Dormer

Materials for Minor Roof Elements. Pre-approved roof materials for minor roof elements include:
Same material as major roof

Weathering copper (for small roofs as well as flashing, fascia and gutters)

Chimney Termination. All exposed factory metal chimney terminations must be screened by approved architectural elements, i.e., copper, brick or terra cotta flues. No brake metal or stucco is allowed.

4. WALLS

4.1 Wall Height. Consistent with the one and one and a half stories character described in 2.1 above, exterior walls visible from the street shall generally be one to one and a half stories. That is, the roof will extend down to at least the midpoint of the second story. This will require that second story windows will usually be expressed as dormers.

Exceptions to this rule will be:

Gable end facades may extend to the ridge line, and relatively small sections of two story walls will be permitted to provide variety to an elevation. As a guideline it is recommended that the two story portion be no more than 25% of the front elevation, subject to DRC approval.

4.2 Materials. Consistent wall materials and color schemes are important to the overall continuity of the Cascades at Soldier Hollow neighborhood. Continuity in use of wall material creates a sense of permanence and mass while allowing variety. The Cascades at Soldier Hollow has selected three basic wall materials – natural stone (not composite or faux), stucco and brick – within a range of earth tone colors.

4.2.1 The entire structure must be built with a total minimum of 40% of approved stone, or a combination of stone and brick on the exterior; and, in any event, no exterior elevation of the structure (less windows, doors and associated trim) shall have less than an average of 25% coverage in stone or a combination of stone and brick. Up to 100% of any wall can be stone. No particular wall shall be more than 40% brick. Overall, the percentage of stone must be higher than that of brick.

4.2.2 Individual houses may use varying percentages of earth tone colors. The stone and pattern and brick for each home, along with a sample of roof color and stucco color must be submitted to the DRC for approval at the time of final submission of the plans.

4.2.3 Brick. Only a limited range of brick is consistent with the theme of The Cascades at Soldier Hollow: Wood-mold formed bricks (soft edges) are recommended, but not required. Colors should be earth-tone colors, in the warmer ranges of tan, brown, gray and warm olive. Excluded are reds, pinks, and whites. Bricks should be variegated (a mix of slightly varying colors, rather than monochromatic). Brick may be used for accent features such as a chimney tower, bay window, or as otherwise approved by the DRC.

4.2.4 Plaster/Stucco. Old world stucco application is preferred.

4.3 Materials Not Allowed. Exterior wall materials not allowed at The Cascades at Soldier Hollow include:

- Log Siding
- Adobe
- Concrete block
- Wood shake siding
- Wood siding
- Metal
- Glass curtain walls
- Manufactured vinyl or aluminum siding

4.4 Columns. If there are columns on the residential façade, whether load-bearing or not, they should look structural; that is, sized as if they are actually supporting the structure above them (i.e., roof or balcony). Avoid overly slender columns that are obviously decorative.

4.5 Continuity of Materials. Materials should be continuous around outside corners (with the exception of quoining). A change in materials cannot occur at an outside corner. Wall materials and trim should be continuous on all elevations.

4.6 Foundations. It is important to visually connect exterior wall material to the ground. Specifically, exposed concrete foundation shall be the minimum required by code. No more than six vertical inches of exposed concrete foundation will be acceptable.

4.7 Exterior Trim and Accents. It is required that all trim and accents be darker color complements to the earth tone colors required for the walls. White or beige is not allowed for accent and trim (e.g., fascia, door trim, window frames etc.) without prior DRC approval.

5. WINDOWS & DOORS

5.1 Windows. All windows must be of wood construction. Wood windows clad with aluminum are permitted as an exception. Vinyl windows are not allowed. Note that per 4.9 above, white or beige colors are not allowed without prior approval of the DRC.

5.2 Window Panes. Simulated divided lite windows (composed of small panes divided by mullions and muntins) are required on 50% of the window area on the front elevation of the house (the portion of the house visible from the street). An average of 20% of the total window area on all other elevations taken as a whole must be divided lite windows. Divided lite window mullions and muntins shall be exterior to the

glass (not sandwiched between glass surfaces). Muntins must have a contoured shape (not flat strips). Window frames must be at least 3 to 4 times the width of the muntins. The total thickness of all Simulated Divided lite must be at least 7/8" total thickness and no more than 2" thick. Grids should be evenly spaced in order to keep a "European" look, as opposed to a "Prairie style" or other type of look. Any variations to this must first receive DRC approval.

- 5.3 Window Proportions. All windows shall have a vertical dimension greater than the horizontal dimension. Horizontal "picture" windows are prohibited.
- 5.4 Glazing Materials. Standard low-e glazing (glass) is approved. Mirrored, bronzed or other coated glass is prohibited. Stained glass and leaded windows must be approved by the DRC.
- 5.5 Exterior Doors. Main entry doors must be wood, stained or painted, with sculptural relief (i.e. sculpted panels, inset windows, expression of heavy timber, etc.). Flat surface doors are not permitted. Other exterior doors may be wood, metal or metal clad wood so long as they also have sculptural relief (flat surface doors are not permitted).
- 5.6 Recessed. To convey an exterior wall's thickness or mass, doors and windows should be recessed or have a recessed appearance. There are three main approaches to create this look.
 - 1) Stucco. When a door or window is adjacent to stucco, no recessing is required. However, a band of raised stucco must be applied next to the door or window to give the appearance of depth. The band should be a minimum of 4" wide and the minimum depth is 1 1/2" - 1 3/4".
 - 2) Thin stone. When a door or window is adjacent to thin stone (cut stone), it must be recessed an additional 2" beyond the stone.
 - 3) Regular stone (normally 4" thick). When a door or window is adjacent to stone, no additional recessing is necessary. The 4" of depth will give the perception of recessing.
 Additional drawings are included to give window detail.

- 5.7 Shutters. If shutters are used, they should be sized to cover the window, whether operable or not.

6. FENCING, ENTRY COLUMNS AND MAILBOXES

- 6.1 Fences. Fences are not allowed at The Cascades at Soldier Hollow except for fences that enclose an exterior swimming pool, and it must be of an open wrought iron type, and approved for in writing by the DRC.
- 6.2 Entry Columns. Entry columns at driveways shall be approved in advance by DRC.
- 6.3 Mailboxes. Each Owner shall purchase, install and maintain a mailbox as specified by the Design Review Committee and Midway City.

7. GARAGE AND ACCESSORY STRUCTURE

- 7.1 Garages. It is preferable, but not required, that garages not be discernable from the street.
 - 7.1.1 They should appear to be an extension of the house (same building materials and window/door trim) or a separate building (such as a carriage house) located behind the principal structure.

- 7.1.2 Garage doors, for attached garages, may face and be directly accessible from the street (visible in the street elevation drawings). However, if the home has a three car garage, no more than two of the three car doors may face the street.
- 7.1.3 Garage walls should have windows and trim to give a residential appearance.
- 7.1.4 Garage doors should each be single bay width and be of "carriage house" (heavy wood) character. Double-wide garage doors will only be allowed when they have a "heavy wood appearance". Any exceptions to this provision must be included with the application to the DRC and is subject to the DRC's approval. All garage doors must be approved by the DRC.
- 7.2 Accessory Structures. Detached structures (garages, offices, workshops, green houses, pavilions and pet enclosures, etc.) must be:
 Architecturally compatible with the main residential building (similar in architectural style and materials)
 Smaller in mass and height than the main residence.
 Approved for in writing by the DRC with a second Design Review Submittal.

8. EXTERIOR LIGHTING

- The Cascades at Soldier Hollow is intended to be lighted adequately for safety and security. It is also desirable to have landscape lighting that subtly highlights landscaping rather than buildings, etc. At the same time, we desire to avoid bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky. Owners shall be permitted to utilize accent and spot lights on their Living Units as long as the same utilize the "dark sky" concept and are downward reflecting. Finally, light fixtures are highly visible elements that, if coordinated, can contribute to the overall character of The Cascades at Soldier Hollow neighborhood.
- 8.1 Common Area Light Fixtures. Some of the common areas will be lighted by street lights.
 - 8.2 Exterior Area Lighting. Light sources that render near natural colors (such as incandescent, tungsten halide or metal halide) are acceptable. Lights that cast a color (such as low pressure sodium, high pressure sodium, or lights with colored filters) are not allowed.
 - 8.3 Fixtures for area lighting or highlighting buildings or landscape, should be shielded so as to not allow the light source (bulb) to be visible from, or cast light on, public areas or adjoining properties. Direct-source lighting (bulb is visible) may be used only for decorative fixtures (i.e. carriage lamps, wall sconces).
 - 8.4 Light fixtures must be integrated into the architectural design of individual residences and constructed of non-reflective materials.

9. SITE WORK AND LANDSCAPING

- 9.1 Retaining Walls. Retaining walls visible from any public area or from adjacent property shall be constructed of stone or block walls as approved by the DRC.
- 9.2 Driveways. Lots may have driveways of the following:
 - Concrete unit pavers
 - Colored concrete (scored in panels of less than 25 s.f.)
 - Colored, stamped concrete (to match a color found in The Cascades at Soldier Hollow.)
 - Brick pavers
 - Concrete (scored in panels of less than 25 s.f.)

- Asphalt Paving may be allowed in certain circumstances, and requires the written approval of the DRC at the same time as the landscape approval.
- 9.3 Grading. Each lot shall be graded to continue drainage ways across the property and to match the grades of adjacent properties and public areas.
- 9.4 Landscape Design. Landscape plans should be prepared by a licensed landscape architect or contractor and follow principles of sound landscape design appropriate for the area. While it is difficult to prescribe landscape design, the overall objective is to create groves of trees, open meadows and hillsides with rock outcrops and large drifts of shrubs/tree massing. Several specific requirements are mandatory.
 - 9.4.1 Trees, shrubs and ground covers should be native or adapted plants appropriate for the Midway climate.
 - 9.4.2 A ratio of at least 25% evergreen plant material is strongly encouraged, as this will result in landscapes with both summer and winter character.
 - 9.4.3 There are a number of trees that should be avoided in The Cascades at Soldier Hollow landscape due to short life, odors, excessive debris and inability to tolerate Midway Mountain climate (spring snows, etc.). These include:
 - Cottonwood trees (except cottonless variety)
 - Lombardy Poplar
 - Crabapples
 - Box Elder
 - Russian Olive
 - 9.4.4 Automatic irrigation systems are required and should be designed to promote efficient water use and assure the ongoing health of plant material.
 - 9.4.5 Any plant material appearing dead or damaged must be replaced within one growing season.
 - 9.4.6 Existing healthy mature trees should be protected and integrated into the grading and landscaping.

Design/Review and Submittal Requirements

10. REQUIRED SUBMISSIONS

To achieve the foregoing objectives and principles, The Cascades at Soldier Hollow guidelines are intended to be used by:

- Property owners
- Architects
- Landscape architects

These Design Guidelines are binding upon all persons who desire to build, make modifications during the building process or make modifications after initial building completion at The Cascades at Soldier Hollow:

- Construct, refinish or alter any part of the exterior of any building;
- Make other improvements upon, under or above any property;

- Create, fill or make any changes in the existing surface, contour or drainage of the land; and/or install any utility line.
- 10.1 Design Review Committee. These guidelines will be administered by a Design Review Committee (DRC), composed of professional designers and representatives of The Cascades at Soldier Hollow Homeowner's Association. The responsibilities, authority and procedures of the Design Review Committee are outlined in this document and in the covenants, conditions and restrictions (CC&R's). The Design Review Committee specifically reserves the right to make subjective, as well as objective, determinations of whether the objectives of these Design Guidelines have been met by a particular site plan. The Design Review Process is intended to operate as a precondition to the plan review process required by Midway City for obtaining a building permit. The Cascades at Soldier Hollow Design Review Process is independent of the Midway City technical plan review process and is solely intended to enforce the Design Guidelines. Each home site Owner bears the responsibility for the proposed dwelling's adherence to The Cascades at Soldier Hollow's Design Guidelines and bears the additional responsibility for the proposed structure's adherence to Midway City zoning and building codes as well.
- 10.2 Basement Conditions. The Cascades at Soldier Hollow recommends that each home owner take appropriate steps to provide adequate site and rain gutter drainage to protect the home and the neighborhood from detrimental water runoff or flooding. It is the owner and contractors responsibility to meet all of the City Code requirements for basements.
- 10.3 Construction Period. Construction hours are Monday – Friday 7:00 AM to 7:00 PM. Saturday 8:00 AM to 6:00 PM. No exterior construction is allowed on Sundays.
- 10.4 DRC & Design Review. Midway City has agreed to receive The Cascades at Soldier Hollow DRC approval before City building permit review. The following process is designed to allow the homeowner and DRC to reach agreement before significant expense has been incurred for detailed construction documents. The design review is a two phase process.

1. Phase I-Concept Design Review. This phase assists the owner and their design team to understand the specific design requirements associated with The Cascades at Soldier Hollow.
2. Phase II-Construction Documents. Upon successful completion of Phase I-Concept Design Review, the applicant can efficiently prepare construction documents for submittal to the DRC and the City.

10.5 Phase I-Concept Design Review

10.5.1 Phase I-Submittal Requirements

- A. Site Plan @ 1" = 10' or greater scale and must include the following:
 1. Property boundaries
 2. Building setbacks
 3. Easements
 4. Building footprints (including garages, accessory buildings)
 5. Hard surface areas (driveways, patios, decks, walks and steps)
 6. Fences, walls and retaining walls
- B. Elevations @ 1/8" = 1' or greater scale and must include the following:
 1. Exterior building materials (approximate representation and notes on drawings)
 2. Roof pitches
 3. Window and door configurations
 4. Dormers, skylights
- C. Building Floor Plans.
- D. Deposits (see section 8.5 of the Declaration of Covenants, Conditions and Restrictions of The Cascades at Soldier Hollow.)

10.5.2 DRC Reviews Preliminary Plans and elevations for compliance.

10.5.3 DRC Acceptance – Proceed to 10.6.

10.5.4 DRC Rejection – Corrections as necessary and Resubmit.

10.6 Phase II-Construction Documents

10.6.1 Phase II-Submittal Requirements

- A. Site Plan @ 1" = 10' or greater scale and must include the following:
 - 1. Property boundaries
 - 2. Building setbacks and easements
 - 3. Building footprints (all structures)
 - 4. Existing conditions (including 50' adjacent to lot)
- B. Detailed Building Floor Plans at each level
- C. Exterior elevations of all structures @ 1/4" = 1' or greater scale and must include the following:
 - 1. Materials rendered accurately and to scale.
 - 2. Roof pitches
 - 3. Exterior lighting
- D. Material samples board and color rendering showing actual materials and mixture of colors.
- E. On site samples may be required by the DRC prior to approval.
- F. Landscape Plan—can be reviewed at this point or any point prior to landscaping.
 - 1. Plant materials at size within 10 years
 - 2. Paving materials (walls, pools, play areas, patios, etc.)
 - 3. Fences and walls
 - 4. Exterior landscape lighting
 - 5. Rocks and retaining walls

10.6.2 DRC Review and Approval

10.6.3 DRC Provide letter to owner for Building Permit Submittal

10.7 Phase III-Construction

10.7.1 Phase III-Review Steps

- A. Notify DRC of Field changes during the course of construction
- B. Complete Residence Construction
- C. Corrections (if needed)
- D. Complete Residence Landscaping
- E. DRC Final Review
- F. Release of Landscaping Deposit upon DRC final acceptance.

LEGAL DESCRIPTION

ALL OF LOTS 1 THROUGH 72, THE CASCADES AT SOLDIER HOLLOW
SUBDIVISION, AMENDED, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY
RECORDER'S OFFICE, UTAH.

TAX SERIAL NOS. OZH-0001 THROUGH OZH-0072

After Recording Return To:
Douglas Dance
1049 Eden Prairie Way
Midway, UT 84049

Ent 396631 Bk 1095 Pg 1525-1529
Date: 04-DEC-2013 2:15:41PM
Fee: \$89.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: CASCADES HOA

**AMENDMENT TO THE FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

This Amendment to the First Amendment of Declaration of Covenants, Conditions, and Restrictions of The Cascades at Soldier Hollow ("Declaration") is executed on the date set forth below by The Cascades at Soldier Hollow Homeowners' Association ("Association").

RECITALS

A. Real property in Wasatch County, Utah, known as The Cascades at Soldier Hollow Subdivision was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded May 12, 2008, in the Wasatch County Recorder's Office as Entry No. 335613;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. This amendment is intended to update the Declaration to match Utah law, to redefine Class B voting rights, create a reinvestment fee covenant, and add provisions related to fining;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. In accordance with Declaration Article X, Section 10.2, the President certifies that at least 2/3 of all membership votes, which Members present in person or by proxy are entitled to cast at a meeting duly called for such purpose have approved these amendments.

F. In accordance with Declaration Article IX, Section 9.7 and as allowed by Utah Code Ann. § 57-8a-210, 67% of the mortgagees have given their approval.

NOW, THEREFORE, the Association, by and through its President, hereby amends the Declaration as follows:

Declaration Article III, Section 3.2 shall be amended in its entirety to read as follows:

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten 10 votes for each Lot in which it holds the interest required for Membership in the Association. The Class B Membership shall automatically cease and, if Declarant owns any Lots, they will be converted to a Class A membership on the first to occur of the following events:

- (a) Three months after the transfer of Declarant's last Lot to an entity not controlled by Declarant; or
- (b) December 31, 2017.

Declaration Article V, Section 5.6 is amended in its entirety to read as follows:

5.6. Reimbursement Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 5.3, 5.4, and 5.5 above, the Board may levy at any time Special Assessments: (a) on each Lot specifically benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a), Section 7.4, Section 7.11 or other provisions of this Declaration; and (d) on every Lot at the time the Lot is transferred as a reinvestment fee; for the purpose of covering Association expenses, including without limitation: administrative expenses; purchase, ownership, leasing, construction, operation, use, administration, maintenance, improvement, repair, or replacement of association facilities, including expenses for taxes, insurance, operating reserves, capital reserves, and emergency funds; common planning, facilities, and infrastructure expenses; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; or charitable expenses (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the

performance of work. Such Reimbursement Assessments shall be paid within 30 days unless otherwise stipulated by a majority vote of the Board of Trustees. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefited.

Declaration Article V shall be amended to add Section 5.12, which shall read as follows:

5.12 Allocation of Payments. Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

Declaration Article V shall be amended to add Section 5.13, which shall read as follows:

5.13 Suspension of Voting Rights. If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

Declaration Article V shall be amended to add Section 5.14, which shall read as follows:

5.14 Collection of Rent From Tenant. If an Owner rents their Lot and fails to pay their assessments, the Association may demand the tenants to pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Utah Community Association Act, as amended from time to time.

Declaration Article VI, Section 6.2 shall be amended to add Paragraph d, which shall read as follows:

d. The Board may levy fines against an Owner for any violation committed by the Owner, their guests, tenants, family members, or invitees of the Declaration, By-Laws, or rules and regulations. Fines shall be levied in accordance with a schedule of fines and procedures set forth in a Board resolution. Fines shall be considered assessments and shall be collectable in the same manner as assessments, including the use of liens and foreclosure.

Declaration Article VI shall be amended to add Section 6.7, which shall read as follows:

6.7 Hearings. The following provisions apply whenever a hearing in front of the Board is required by Utah law, this Declaration, the Bylaws, or the rules and regulations:

a. Requesting a Hearing: A request for hearing on a fine must be made in writing within 15 days of the assessment of the fine. A request for hearing on any other issue for which a hearing made be requested must be made within the time required by the Declaration or law. To request a hearing, an Owner must submit a written request to the Board within the timeframe identified above. The hearing shall, within reason, be conducted at the first Board

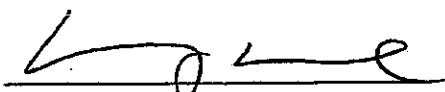
meeting after the receipt of the request. The Board shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner and, if necessary, to the complaining Owner by electronic means, USPS first-class mail, postage prepaid, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they may request one continuance of the hearing date. To request a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association at least five calendar days prior to the original hearing date. The request must contain a valid cause for continuance. The Board has sole authority to determine what constitutes valid cause. If the board continues the hearing, the continued hearing shall, within reason, take place at the second Board meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the enforcement action shall be deemed uncontested.

b. Hearing Procedures/Decision: The hearing shall be conducted by one to three Board members or hearing officers appointed by the Board. The requesting Owner shall be given 15 minutes to dispute the issue for which the hearing was requested. The requesting Owner may present documentation or witnesses to dispute the issue. The Board or hearing officers may question the requesting Owner or witnesses during the hearing. If the request for hearing is based on the complaint of neighboring Owners, the Board or hearing officers shall interview or review written statements from the neighboring Owners during the hearing. After hearing the requesting Owner's position and evidence, the Board or hearing officers may either render its decision at the hearing or take the evidence and argument under advisement. If the Board takes the evidence under advisement, they shall render a final decision by the next scheduled regular Board meeting. If the hearing is conducted by a hearing officer or hearing officers, the officers shall take the evidence under advisement, then shall report their findings to the Board, who shall render a final decision at the next scheduled regular Board meeting. If any member of the Board is present at the hearing, the member or members present may make a final determination at the hearing or may take the matter under advisement. Once a decision is rendered, the Board shall give written notice of their decision to the requesting Owner.

Declaration Article IX shall be deleted and all references to Article IX shall be deleted. Article IX shall now be reserved for future use.

IN WITNESS WHEREOF, the Association, by and through its President, has executed this Amendment to the Declaration as of the 3rd day of December, 2013.

THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION



Douglas Dance, President

STATE OF UTAH)
)
 :SS
 County of Wasatch)

On the 4th day of December, 2013, personally appeared Douglas Dance who, being first duly sworn, did that say that he is the President of the Association and certified that the proper votes were obtained as required by the Declaration and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.


 Notary Public for Utah

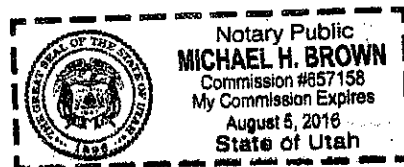


Exhibit A

LEGAL DESCRIPTION

All of Lots 1 through 72 of The Cascades at Soldier Hollow Subdivision, Amended, according to the Official Plat thereof on file and of record in The Wasatch County Recorder's Office, Heber City, Utah.

Cascades at Soldier Hollow Subdivision, Amended

Lot #	Serial #	Lot #	Serial #	Lot #	Serial #	Lot #	Serial #
Lot 1	OZH-0001-0-003-044	Lot 19	OZH-00019-0-003-044	Lot 37	OZH-00037-0-003-044	Lot 55	OZH-0055-0-003-044
Lot 2	OZH-0002-0-003-044	Lot 20	OZH-00020-0-003-044	Lot 38	OZH-00038-0-003-044	Lot 56	OZH-0056-0-003-044
Lot 3	OZH-0002-0-003-044	Lot 21	OZH-00021-0-003-044	Lot 39	OZH-00039-0-003-044	Lot 57	OZH-0057-0-003-044
Lot 4	OZH-0002-0-003-044	Lot 22	OZH-00022-0-003-044	Lot 40	OZH-00040-0-003-044	Lot 58	OZH-0058-0-003-044
Lot 5	OZH-0002-0-003-044	Lot 23	OZH-00023-0-003-044	Lot 41	OZH-00041-0-003-044	Lot 59	OZH-0059-0-003-044
Lot 6	OZH-0002-0-003-044	Lot 24	OZH-00024-0-003-044	Lot 42	OZH-00042-0-003-044	Lot 60	OZH-0060-0-003-044
Lot 7	OZH-0002-0-003-044	Lot 25	OZH-00025-0-003-044	Lot 43	OZH-00043-0-003-044	Lot 61	OZH-0061-0-003-044
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Lot 9	OZH-0002-0-003-044	Lot 27	OZH-00027-0-003-044	Lot 45	OZH-00045-0-003-044	Lot 63	OZH-0063-0-003-044
Lot 10	OZH-0010-0-003-044	Lot 28	OZH-00028-0-003-044	Lot 46	OZH-00046-0-003-044	Lot 64	OZH-0064-0-003-044
Lot 11	OZH-0011-0-003-044	Lot 29	OZH-00029-0-003-044	Lot 47	OZH-00047-0-003-044	Lot 65	OZH-0065-0-003-044
Lot 12	OZH-0012-0-003-044	Lot 30	OZH-00030-0-003-044	Lot 48	OZH-00048-0-003-044	Lot 66	OZH-0066-0-003-044
Lot 13	OZH-0013-0-003-044	Lot 31	OZH-00031-0-003-044	Lot 49	OZH-00049-0-003-044	Lot 67	OZH-0067-0-003-044
Lot 14	OZH-0014-0-003-044	Lot 32	OZH-00032-0-003-044	Lot 50	OZH-00050-0-003-044	Lot 68	OZH-0068-0-003-044
Lot 15	OZH-0015-0-003-044	Lot 33	OZH-00033-0-003-044	Lot 51	OZH-00051-0-003-044	Lot 69	OZH-0069-0-003-044
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Lot 18	OZH-0018-0-003-044	Lot 36	OZH-00036-0-003-044	Lot 54	OZH-00054-0-003-044	Lot 72	OZH-0072-0-003-044

After Recording Return To:
The Cascades HOA
1049 Eden Prairie Way
Midway, UT 84049

Ent 407109 Bk 1118 Pg 1299-1307
Date: 08-DEC-2014 10:58:01AM
Fee: \$99.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: DANCE DOUG

**SECOND AMENDMENT TO THE FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**
(Article VII Section 7.5 Parking, Article VIII Design Control, and Article X Section 10.4 Leases)

This Amendment to the First Amendment of Declaration of Covenants, Conditions, and Restrictions of The Cascades at Soldier Hollow ("Declaration") is executed on the date set forth below by The Cascades at Soldier Hollow Homeowners' Association ("Association").

RECITALS

- A. Real property in Wasatch County, Utah, known as The Cascades at Soldier Hollow was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded May 12, 2008, in the Wasatch County Recorder's Office as Entry No. 335613 and all subsequent amendments.
- B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;
- C. The Association deems a parking restriction in the best interests of the owners, their health, safety, peace, welfare, and in maintaining property values.
- D. The Association deems a rental restriction in the best interests of the owners, their health, safety, peace, and welfare;
- E. The Association deems design control, architectural guidelines and construction restrictions and guidelines in the best interests of the owners, their health, safety, peace, and welfare;
- F. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;
- G. In accordance with Declaration Article X, Section 10.2, the President certifies that at least 2/3 of all membership votes, which Members present in person or by proxy are entitled to cast at a meeting duly called for such purpose have approved these amendments.

NOW, THEREFORE, the Association, by and through its President, hereby amends the Declaration as follows:

Declaration Article VII Section 7.5 is amended in its entirety to read as follows:

7.5 Parking and Recreational Vehicles. No large trucks and commercial vehicles belonging to Owners, guests, or other residents of the Property shall be parked within the Development, except temporary parking not to exceed 24 hours. No boats, travel trailers, equipment trailers, snowmobiles, all terrain vehicles, wheeled or tracked vehicle, motor or recreational vehicle shall be parked within the Development, unless in a fully enclosed garage. All motorcycles, cars, and passenger trucks belonging to Owners, guests, or other residents of the Development must be parked either completely on the Owner's driveway or in a fully enclosed garage except for temporary parking not to exceed 24 hours for any such vehicle. Owners may apply for a specific variance for short-term guests by submitting to the Association the make, model, and license plate numbers of such vehicles.

Declaration Article VIII is amended in its entirety to read as follows:

VIII. DESIGN CONTROL

8.1. Design Review Committee. The Board of Trustees of the Association shall appoint a minimum of a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee. The Committee may also approve of general contractors who may perform construction work within the property, provided that the Declarant delegates such right to the Committee in accordance with the requirements of Section 8.11 herein below.

8.2. Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the Committee and the Declarant or Committee has received notice of the identity of the Contractor and all required fees and deposits listed in Section 8.5 below are received by the Association. All such plans and specifications shall be consistent at the time of submission with the Design Guidelines and/or the Design Guidelines which shall be from time to time adopted by the Board of Trustees. Failure to comply with this requirement will be considered a continuing repeating violation and will, unless otherwise stated in a fine schedule approved by the Board, result in a fine of \$100.00 per day being assessed and immediately due. The fine shall be assessed if the violation is not cured within 48 hours of the first violation notice or the minimum timeframe allowed by law, whichever is shorter. If a shorter timeframe is allowed by law, the Board may adopt by rule. If the Compliance Deposit has been paid, the fines will be deducted from the Compliance Deposit until the violation is corrected or approval is received from the Design Review Committee. If there is no Compliance Deposit paid or the Compliance Deposit is exhausted, all fines are immediately due. The amount of this fine may be changed by a resolution approved by the Board of Trustees

8.3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Living Units within the Property conform to and harmonize with the Architectural Design Guidelines, existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

8.4. Approval Procedure. The Owner's plans, specifications, and the forms as provided by the Committee and outlined in the Architectural Design Guidelines shall be submitted either as a PDF file or if printed, in duplicate along with a \$250.00 Review Deposit (made payable to the Association). This Review Deposit is to pay outside consultants or vendors for review assistance in the plan review and the amount may be changed by a resolution by the Board of Trustees. If actual outside expenses exceed the \$250.00 the Owner will be responsible to pay the overage. A preliminary review of design drawings will be required with a final review to be made of working drawings.

(a) All plans and specifications shall be approved or disapproved by the Committee in writing or email within thirty (30) days after submission of the completed items outlined in the Architectural Design Guidelines (for example: completed plans, specifications, sample boards, forms provided by the Committee, Deposits, etc). In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

(b) The Committee, at its discretion, may elect to accept as a partial submission for the Owner's dwelling and outbuildings all items and deposits described in the Architectural Design Guidelines except for the dwelling's and outbuilding's materials and the color choices of all materials, and the Living Unit's landscaping plans, and approve or reject the Owner's dwelling and buildings plans and specifications, while deferring consideration for of the unsubmitted items. This partial submission acceptance must be acknowledged to the Owner by the Committee by means of letter or email. The Owner must receive approval from the Committee of any deferred considerations prior to any construction or installation of the dwelling's and outbuilding and the landscaping.

(i) This partial acceptance does not release the Owner from submitting and receiving the Committee's approval of the dwelling's materials and the color choices of all materials, and the Lot's landscaping plan as described in the Architectural Design Guidelines.

(ii) All plans and specifications for the materials and the color choices of all materials on the dwelling or outbuildings, and the Lot's landscaping plan shall be approved or disapproved by the Committee in writing or email within thirty (30) days after submission of the complete plans, specifications, sample boards, and forms provided by the Committee as described in the Architectural Design Guidelines. In the event the Committee fails to take any action within such period it shall be deemed to have approved the plans and material submitted.

8.5. Fees and Deposits.

(a) Except for the use of an Approved Contractor/Preferred Builder as defined in Section 8.11, the Design Review Committee shall require that an Owner pay a non-refundable Contractor Oversight Fee in the amount of \$5,000.00, in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until this non-refundable Contractor Oversight Fee is received by the Association. The fee paid under this Section 8.5 (a) is non-refundable and is intended to assure (a) the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements; (b) compliance with the requirements of this Declaration; (c) the encouragement and support for builders to create a long term relationship with the association; and (d) pay the costs associated with the Association's monitoring of the construction of improvements and work as well as compliance with the plans, elevations, building site placement, materials selections, and landscaping approved by the Design Review Committee; and to be used by the Association as determined by the Board of Trustees.

(b) The Design Review Committee shall also require that an Owner, whether or not an Approved Contractor is retained, pay a Compliance Deposit as a cash deposit in favor of the Association and held by the Association, in the amount of \$5,000.00, as a condition to approving the construction of a Living Unit and any proposed work or improvement in relationship thereto. The amount of this Compliance Deposit may be changed by a resolution of the Board of Trustees. No person shall commence any work or improvement until this security deposit has been paid to the Association. The unused balance of this Compliance Deposit made under this Section 8.5 (b) is refundable and is intended: (a) to ensure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, trails, streets or other property within the Subdivision, caused by Owner or his agents in the construction of the Living Unit, accessory building, structure, or addition to a Living Unit and the installation of landscaping; and (b) to ensure the installation of the landscaping according to the requirements of Section 8.7 below, and (c) to ensure that the construction of the Living Unit, accessory building, structure, or addition to a Living Unit and the installation of landscaping is completed according to the plans, elevations, placement, and materials selections approved by the Design Review Committee. Any fines or costs deemed necessary by the Board of Trustees related to the compliance to the requirements of this section or to bring Owner's Living Unit or Lot into compliance with the requirements of Section 8.7 below, will be deducted from this cash security deposit. If the Compliance Deposit is exhausted, all future costs are immediately due and payable.

(c) The Design Review Committee shall also require that an Owner pay a \$250.00 Review Deposit with the submission of the Owner's plans, specifications, forms, and other materials as provided by Architectural Design Guidelines. The amount of this Review Deposit may be changed by a resolution of the Board of Trustees. The Review Deposit will be used to cover the cost of all vendors (architects, designers, engineers, administrators, etc) with whom the Design Review Committee contracts to gather, review and or consult on the plans and specifications submitted as part of the design review process. The Owner agrees to promptly pay any amount that exceeds the Review Deposit. If the actual review costs are less than the Review Deposit, the

Association will return the balance of the Review Deposit to the Owner. No person shall commence any work or improvement until all such costs over and above the Review Deposit are received by the Association and the Association may deduct any costs from the Compliance Deposit. In addition, the following Design Review Change Fee (made payable to the Association) is required for changes submitted after initial construction and landscaping: \$50.00 for each separate submittal of architectural, landscaping, and/or lighting drawings; provided that if any of the foregoing plans are submitted together, all plans submitted at the same time shall be considered one submittal. The amount of this Design Review Change Deposit may be changed by a resolution of the Board of Trustees.

8.6. Address for Submittal. Plans, specifications, forms, and other materials as outlined in the Architectural Design Guidelines including any fees or deposits for the construction and installation of any and all improvements within THE CASCADES AT SOLDIER HOLLOW shall be submitted and approved by the Design Review Committee (prior to submittal to any required governmental agency) at the following address:

THE CASCADES AT SOLDIER HOLLOW HOA
1049 Eden Prairie Way
Midway, Utah 84094
or
cascadesdrc@gmail.com

The Board of Trustees of THE CASCADES AT SOLDIER HOLLOW Homeowners' Association has the authority to change the address or the format for the submittal of plans, forms and specifications.

8.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(i) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

(ii) All construction activities shall be limited to periods between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. and 6:00 p.m. Saturday. No construction activities are allowed on Sundays. These hours may be adjusted by a resolution by the Board of Trustees.

(iii) The front, side and back yards of each Lot shall be landscaped within a period of up to four (4) months following completion of the exterior of the structure or occupancy of the Living Unit whichever is first; provided, however, that if completion of or occupancy of a Living Unit occurs between September and March and weather conditions preclude the installation of landscaping, such landscaping shall be completed not later than July 1 following the September through March timeframe.

(iv) As described in Article 8.3 above, no construction shall begin without receiving approval on elevations, building site placement, and materials and color selections from the Design Review Committee. No changes or modifications or substitutions shall be made to the elevations, building site placement, designs, and materials selections approved by the Design Review Committee without first receiving written approval of the Design Review Committee. Failure to comply with this requirement will be considered an ongoing repeating violation and will, unless otherwise stated in a fine schedule approved by the Board, result in a fine of \$100.00 per day being assessed. The fine shall be assessed if the violation is not cured by receiving the appropriate approvals within 48 hours of notice or the minimum timeframe allowed by law, whichever is shorter. If a shorter timeframe is allowed by law, the Board may adopt this by rule. If the Compliance Deposit has been paid, the fines will be deducted from the Compliance Deposit until the violation is corrected or approval is received from the Design Review Committee. If there is no Compliance Deposit paid or the Compliance Deposit is

exhausted, all fines are immediately due. The amount of this fine may be changed by a resolution approved by the Board of Trustees.

(v) Comply with any and all construction guidelines and rules as outlined in the current Design Guidelines.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be placed in containers. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the Development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot. During the construction period, each construction site shall be kept neat and trash containers and debris shall be promptly removed from public or private roads, open spaces and driveways. Failure to follow such guidelines will result in fines as per the current fine schedule approved by the Board of Trustees. These fines will be deducted from the Compliance Deposit or if the Compliance Deposit is fully exhausted then these fines will become immediately due and payable.

(c) Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Design Review Committee.

(d) Construction crews shall not park on, or otherwise use for storing construction materials, excess fill, trash containers, other lots or any open space. All construction vehicles and machinery shall be parked only in areas designated by the Design Review Committee.

8.8. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.9. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

8.10. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

8.11. Approval of Contractor. In order to provide better assurances that the provisions of this Declaration will be carried out during the construction and improvement of Lots, Declarant has reserved the right to approve the identity of those individuals and/or companies who may act as a general contractor on behalf of an Owner in the construction of a Living Unit or other structures to be located upon a Lot within the Subdivision, all in accordance with the terms herein contained. Declarant may delegate the right to approve such contractors on a lot by lot basis to the Design Review Committee. The Declarant, or if applicable, the Design Review Committee, shall maintain a list of Approved Contractors/Preferred Builders.

Each Owner covenants and agrees by accepting title to a Lot, that such Owner shall use only an approved general contractor, approved by Declarant or the Design Review Committee as provided herein (an "Approved Contractor/Preferred Builder") as Owner's contractor for the construction of a Living Unit and related improvements upon a Lot located within the Subdivision, each such Living Unit to be constructed according to the wishes and desires of Owner, subject only to the requirements of this Declaration and applicable governmental requirements. In the event that Owner is unable to obtain the

approval of Declarant or the Design Review Committee, as applicable, for Owner's contractor, Owner may nevertheless be permitted to use the services of such general contractor upon the payment of a non-refundable Contractor Oversight Fee to the Association, as provided in Section 8.5 (a), which amount hereof may be used by the Association.

Declaration Article X, Section 10.4 is amended in its entirety to read as follows:

10.4 Leases. "Lease" means granting the right to use or occupy a Living Unit to a non-owner while no Owner occupies the Living Unit as their primary residence. If the Association restricts the number of rentals, the restriction on the number of rentals shall not include the following classes of Owners: (1) an Owner in the military for the period of the Owner's deployment; (2) a Living Unit occupied by the Owner's parents, child, or sibling; (3) an Owner who occupies the Living Unit as their primary residence and whose employer has relocated the Owner for no less than two years; (4) a Living Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current occupant of the Living Unit or the parent, child, or sibling of the current occupant of the Living Unit. Except as described below, Living Unit owned by business entities shall be considered leased regardless of who occupies the Living Unit. A Living Unit shall not be considered leased if owned by a business entity formed as an estate planning instrument, if the Living Unit is occupied by the grantor or beneficiary of the estate planning mechanism. Leasing of Living Unit shall be subject to the following restrictions:

(a) Living Unit may be rented only to a single family as defined in the current statutes of Midway City. Dormitory, hostel, hotel, roommate, nightly rentals are strictly prohibited. Additionally, subletting is prohibited.

(b) All leases and lessees shall be subject to the provisions of the Declaration, Bylaws, and rules and regulations ("Project Documents"). Any Owner who leases their Living Unit shall be responsible for assuring the occupants' compliance with the Association Documents.

(c) Initial Lease Term. The minimum initial lease term shall be six months. Any lease for less than an initial term of six months will be considered nightly and is prohibited. Any lease to a business entity shall be considered a nightly rental and is prohibited. Any time a new set of occupants lease the Living Unit, they shall be subject to the minimum initial lease term.

(d) Convicted Criminals/Background Checks. Living Unit may not be leased to felons or registered sex offenders. Prior to leasing a Living Unit, Owners shall perform a criminal background and sex offender registry search. Owners shall provide the Board with a self-authenticating declaration affirming, under penalty of perjury, that the Owner has performed a criminal background check on all persons occupying a leased Living Unit or, that none of the applicants are known felons or registered sex-offenders, and that Owner is not knowingly leasing the Unit to any known felons or persons listed on the sex-offender registry.

(e) Lease Agreements - Required Terms. All Owners shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall contain terms subjecting the occupant to the terms, conditions, and restrictions of the Project Documents, as amended from time to time. Additionally, lease agreements shall have a prohibition against subletting. Owners shall provide the Association with a copy of the lease agreement and contact information for the tenants. The Owner shall provide the tenant with a copy of the Project Documents. In the event the Project Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.

(f) Violations of Rental Restrictions. If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Living Unit, or leases their Living Unit without Board approval, the Board may assess fines against the Owner and the Living Unit in an amount to be determined by the Board. This will be considered an ongoing, continuing violation for the duration of the violation, so notice of violation


will only be given once and each additional day the violation continues will be considered a continuing violation subject to a daily fine as outlined in the current fine schedule approved by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and evict the occupant(s).

(g) Failure to Take Legal Action. Failure by an Owner to take legal action against an occupant who is in violation of the Association Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all action for and in behalf of said Owner including, the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief, or damages. Neither the Association nor its agents shall be liable to the Owner or occupant for any legal action commenced under this paragraph that is made in good faith. The Owner hereby appoints the Board as his or her attorney in fact to take any action authorized by this provision as if the Owner was performing it.

(h) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot and/or Living Unit as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be collectible as an assessment.

IN WITNESS WHEREOF, the Association, by and through its President, has executed this Amendment to the Declaration as of the 8 day of December, 2014.

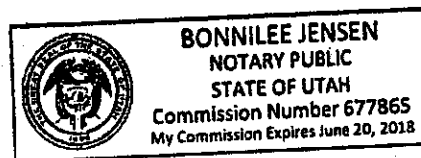
THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION


President

STATE OF UTAH)

:ss

County of)



On the 8 day of December, 2014, personally appeared Douglas Dance who, being first duly sworn, did that say that he is the President of the Association and certified that the proper votes were obtained as required by the Declaration and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.



Notary Public for Utah

Exhibit A
Cascades at Soldier Hollow Subdivision

<u>Lot #</u>	<u>Serial #</u>	<u>Lot #</u>	<u>Serial #</u>	<u>Lot #</u>	<u>Serial #</u>	<u>Lot #</u>	<u>Serial #</u>
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Exhibit B

Parcel 73

Beginning North 00°06'36" West 686.67 feet along the section line and East 1824.66 feet from the Wasatch County Survey Monument for the Southwest corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian;

And running thence North 00°01'29" East 578.67 feet; thence South 54°40'56" East 181.09 feet; thence North 65°59'23" East 164.72 feet; thence South 24°00'37" East 40.00 feet; thence North 65°59'23" East 50.00 feet; thence South 24°00'37" East 125.84 feet; thence North 66°06'23" East 188.29 feet; thence South 00°01'29" West 489.85 feet; thence North 89°58'31" West 155.06 feet; thence North 89°30'38" West 428.53 feet to the point of beginning.

Tax id no. OMI-1177-8

Parcel 74

Beginning North 1,151.77 feet and West 275.20 feet from the South One-Quarter Corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 66°04'54" West 188.29 feet; thence North 24°02'06" West 125.84 feet; thence South 65°57'54" West 50.00 feet; thence North 24°02'06" West 40.00 feet; thence South 65°57'54" West 164.72 feet; thence North 54°42'25" West 181.09 feet; thence North 257.73 feet; thence East 583.58; thence South 350.03 feet to the point of beginning.

Tax id no. OMI-1177-6

Tax ID: OMI-1177-8

BYLAWS
OF
THE CASCADES AT SOLDIER HOLLOW HOME OWNERS' ASSOCIATION, INC
ARTICLE I

NAME AND LOCATION

The name of the corporation is THE CASCADES AT SOLDIER HOLLOW HOME OWNERS' ASSOCIATION, INC, hereinafter referred to as the "Association". The principal office of the Corporation in the State of Utah shall be located at 1219 West Ranch Cir, Midway, Utah 84049, or the most recent address filed with the State of Utah. But meetings of Members and Trustees may be held at such places within the State of Utah, or County of Wasatch, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 2.1 "Association" shall mean and refer to the THE CASCADES AT SOLDIER HOLLOW HOME OWNERS' ASSOCIATION, INC, its successors and assigns.

Section 2.2 "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of The Cascades At Soldier Hollow Subdivision, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.3 "Common Areas" shall mean and refer to that part of the Property which is not included with the Lots, which is owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon, and all easements appurtenant thereto, including, but not limited to, private utility lines and personal property owned by the Association, when the context so requires.

Section 2.4 "Living Unit" shall mean and refer to any one of the separately numbered and individually described plots of land or building pad described on a Plat and the home constructed thereon: (a) which is intended to be owned individually, rather than in common by Owners of different lots; and (b) which is intended to be used as the site of a single Unit (which may be one Unit of a duplex).

Section 2.5 "Lot" shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit.

Section 2.6 "Owner", or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Wasatch County, Utah) of a fee or an undivided interest in any Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 2.7 "Declarant" shall mean and refer to Wasatch Mountain Development, LLC, a Utah limited liability company, or its successors and assigns, if such successors or assigns should acquire from the declarants all of its rights and obligations of development.

Section 2.8 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restriction of The Cascades At Soldier Hollow Subdivision, applicable to the Property recorded in the Office of the Recorder of Summit County, State of Utah, and amendments thereto.

Section 2.9 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.10 "Declarant's Control Period" the period that the Declarant holds Class B membership (as described in the Articles of Incorporation or Declaration)

ARTICLE III

MEETING OF MEMBERS

Section 3.1 Annual Meetings. Annual meetings of the members shall be held on the fourth Tuesday in June of each year commencing 2007, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the members may be called by or at the request of the president or by the Board of Trustees, or upon written request of one-third (1/3) of the total outstanding votes of members entitled to vote delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered.

Section 3.3 Notice of Meetings. Notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by electronic means, including text message, email, or the website of the association of unit owners or by mailing a copy of such notice, postage prepaid, at least 7 days before such meeting, to each member entitled to vote thereon, addressed to the member's email, cell phone or postal address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. A member may, by written demand on file with the Association, require the Association to provide notice to the member by mail.

Section 3.4 Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing either on a proxy form or by email notice sent to the Association and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV

BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE

Section 4.1 Number. The affairs of the Association shall be managed by a Board of Trustees consisting of not less than three (3) individuals and not more than five (5) individuals, the majority of whom need to be members of the Association provided, however, that for the period that the Declarant holds Class B membership (the "Declarant's Control Period") the Board of Trustees may consist of one (1) individual appointed by the Declarant who need not be a member.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect one (1) of the Trustees for a term of one year; one (1) of the Trustees (or two (2) of the Trustees if there are a total of five (5) Trustees) for a term of two years; and one (1) of the Trustees (or two (2) of the Trustees if there are a total of five (5) Trustees) for a term of three years, and at each annual meeting thereafter the members shall elect the number of Trustees whose terms are to expire for a term of three years.

Section 4.3 Removal. Any Trustee may be removed from the Board, with or without cause, by a simple majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 5.1 Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association or, if such members do not exist or decline appointment, the Declarant. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

Section 5.2 Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 6.1 Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Trustees. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 6.3 Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1 Powers. The Board of Trustees shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish fines for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the votes members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be a members of the Board of Trustees, a secretary, and a treasurer, who may also be members of the Board of Trustees and such other officers as the Board may from time to time by resolution create. In case there is no secretary or treasurer, the president shall fill the secretary role and the vice president shall fill the treasurer role. For the period that the Declarant holds Class B membership (the "Declarant's Control Period") one (1) individual who need not be a member, may be appointed by the Board to fill all offices.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices. In addition to the criteria as outlined in Section 8.1, the offices of secretary and treasurer may be held by the same person. In case there is no secretary or treasurer, the president shall fill the secretary role and the vice president shall fill the treasurer role.

Section 8.8 Duties. The duties of the officers are as follows:

(a)

President

The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

(b) Officers under the direction of the board may employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties including any of the above duties of the officers.

ARTICLE IX

COMMITTEES

The Board of Trustees shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XI

ASSESSMENTS AND FINES

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments and fines which are and will be secured by a continuing lien upon the property against which the assessment is made. Any assessments or fines which are not paid when due shall be

delinquent. If the assessment or fine is not paid within thirty (30) days after the due date of delinquency, interest shall accrue thereon at the rate of one and one-half percent (1-1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. All interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

The Association may obtain a seal in circular form having within its circumference the name of the corporation, the year of incorporation, and the words "Corporate Seal".

ARTICLE XIII

AMENDMENTS

Section 13.1 These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority votes of those members present in person or by proxy.

Section 13.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

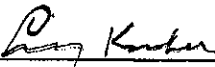
ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of the THE CASCADES AT SOLDIER HOLLOW HOME OWNERS' ASSOCIATION, INC., have hereunto set our hands this 7TH day of April, 2007.


DOUGLAS DANCE


LARRY KACHER

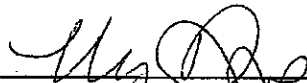

WARREN CLARK

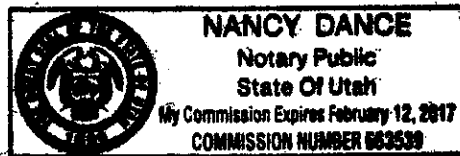
ACKNOWLEDGMENT

State of Utah)

County of Wasatch)

On this the 28th day of February and the 10th day of April, in the year 2013, before me, Nancy Dance, a notary public, personally appeared Douglas Dance, Larry Kacher, and Warren Clark, proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to this instrument, and acknowledged they executed the same on April 7, 2007. Witness my hand and official seal.


NOTARY PUBLIC



LEGAL DESCRIPTION

All of Lots 1 through 72, and common areas in The Cascades At Soldier Hollow Subdivision, Amended,
According to the Official Plat thereof on file and of record in the Wasatch County Recorders Office,
Utah.

Lot No.	Tax Serial No.	Lot No.	Tax Serial No.
1	OZH-0001	37	OZH-0037
2	OZH-0002	38	OZH-0038
3	OZH-0003	39	OZH-0039
4	OZH-0004	40	OZH-0040
5	OZH-0005	41	OZH-0041
6	OZH-0006	42	OZH-0042
7	OZH-0007	43	OZH-0043
8	OZH-0008	44	OZH-0044
9	OZH-0009	45	OZH-0045
10	OZH-0010	46	OZH-0046
11	OZH-0011	47	OZH-0047
12	OZH-0012	48	OZH-0048
13	OZH-0013	49	OZH-0049
14	OZH-0014	50	OZH-0050
15	OZH-0015	51	OZH-0051
16	OZH-0016	52	OZH-0052
17	OZH-0017	53	OZH-0053
18	OZH-0018	54	OZH-0054
19	OZH-0019	55	OZH-0055
20	OZH-0020	56	OZH-0056
21	OZH-0021	57	OZH-0057
22	OZH-0022	58	OZH-0058
23	OZH-0023	59	OZH-0059
24	OZH-0024	60	OZH-0060
25	OZH-0025	61	OZH-0061
26	OZH-0026	62	OZH-0062
27	OZH-0027	63	OZH-0063
28	OZH-0028	64	OZH-0064
29	OZH-0029	65	OZH-0065
30	OZH-0030	66	OZH-0066
31	OZH-0031	67	OZH-0067
32	OZH-0032	68	OZH-0068
33	OZH-0033	69	OZH-0069
34	OZH-0034	70	OZH-0070
35	OZH-0035	71	OZH-0071
36	OZH-0036	72	OZH-0072