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Mail to: KM  
Taylor/Turner Properties L.C.  
20 S. State  
Lindon, UT 84042

Amended June 16, 2000

MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS,  
RESERVATIONS AND RESTRICTIONS

HUNTERS CROSSING

SPANISH FORK, UTAH COUNTY, Utah

ENT 62325:2000 PG 1 of 10  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Aug 10 9:56 am FEE 84.00 BY JW  
RECORDED FOR SPANISH FORK CITY

THIS MASTER DECLARATION (the "Master Declaration") is made this 19<sup>th</sup> day of February, 1999. By Hitek Inc., a Utah corporation ("Declarant").

RECITALS

- A. Declarant is the record fee owner of that certain real property situated in Spanish Fork City, County of Utah, State of Utah, more particularly described in Exhibit A. attached hereto and incorporated by this reference.
- B. Declarant intends to create within and upon the Covered Property and residential complex containing distinctive and different areas distinguished by location, lot sizes, and types of residences constructed thereon (the "Project"). To accomplish this, Declarant desires to establish master protective covenants, conditions, easements, reservations and restrictions upon the Covered Property which will constitute a general plan for the improvement, development, and management of the Project, and for the use, occupancy and enjoyment thereof by those who acquire ownership therein.
- C. Declarant intends to develop different areas within the Covered Property where different styles and types of residences, easements and / or restrictions may apply. Accordingly, each area, in addition to being subject to this Master Declaration, will be subject to a Supplementary Declaration.
- D. To provide efficient management for the Project and to preserve its value, desirability and attractiveness, Declarant, pursuant to this Master Declaration, has established Hunters Crossing Owners Association, a Utah non-profit corporation (the "Association"), and has delegated and assigned to such Association, through its Board of Trustees, the powers of managing the Project; of maintaining and administering Common Areas; of administering and enforcing all covenants, conditions, easements, reservations and restrictions; or collecting and dispersing funds pursuant to the Assessments and charges hereinafter created and referred to; and of performing such other acts as shall generally benefit the Project.
- E. Declarant will hereafter hold and convey title to all the Covered Property, subject to the protective covenants, conditions, easements, reservations and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of its interests in the Covered Property, as the same may from time to time appear, shall be held and conveyed subject to the following covenants, conditions, easements, reservations and restrictions with which and assigns are hereby declared to be for the benefit of said interests in the Covered Property, and the owners of said interests, their successors to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant, Its successors and assigns and to all parties hereafter and owning interests in the Covered Property.

## ARTICLE 1

DEFINITIONS

When used in this Master Declaration (including that portion hereof captioned "RECITALS") each of the following terms shall have the meaning indicated:

1.01 Assessment shall mean and refer to the amount which is to be paid by each Member to the Association for Common Expenses.

1.02 Association Shall mean and refer to the Hunters Crossing Owners Association, a Utah non-profit corporation, Its successors and assigns.

1.03 Board shall mean and refer to the Board of Trustees of the Association.

1.04 Bylaws Shall mean and refer to the Bylaws of the Association as set forth and embodied herein.

1.05 Common Expenses Shall mean and refer to the actual and estimated costs of maintenance, management, operation, repair, and replacement of the Common Areas, and all other areas on or adjacent to the Covered Property which are required to be maintained by the Association.

1.06 Common Areas Shall mean and refer to any and all real property, including Covered Property,(Exhibit A) and any improvements and fixtures thereto and any personal property thereon which may be owned by or under lease or easement to the Association from time to time for the common use and benefit of the members.

1.07 Improvements Shall mean and refer to any buildings, structures, residences, landscaping and lawns, exterior walkways, parking areas, drives, fences, utility, water lines (whether public or private), sewer lines, lighting, excavations, grading, berms, drainage facilities, wells and all other structures or objects of any kind installed or constructed on the Covered Property.

1.08 Lot shall mean and refer to any parcel of land intended for single family residential use.

1.09 Master Declaration shall mean and refer to this "Master Declaration of Protective Covenants, Conditions, Easements, Reservations and Restrictions of Hunters Crossing Owners Association.

1.10 Member shall mean and refer to any person or entity who qualifies for membership in the Association pursuant to the provisions of this Master Declaration, including Declarant.

1.11 Mortgages shall mean and refer to any recorded first mortgage or first deed of trust encumbering a Lot.

1.12 Reimbursement Assessment shall mean and refer to a charge against a particular Owner or his Lot or Unit for the purpose of reimbursing the Association for costs incurred in bringing the Owner, his Lot or Unit into compliance with the provisions of this Master Declaration.

1.13 Supplementary Development Declaration shall mean and refer to each declaration or protective covenants, conditions, reservations, restrictions, and easements, and any further supplements thereto, recorded concurrently with any final subdivision plat filed by Declarant with respect to any area of the Project and which may establish more detailed and/or additional improvement, development and/or use restrictions for such area within the Covered Property than are set forth herein.

## ARTICLE II

THE ASSOCIATION

2.01 Purpose. With respect to the Project, the Association shall, through its Board of Trustees and officers, maintain and administer Common Areas (including any area or system adjacent to the Project for which the Association has responsibility); administer architectural control matters; enforce the covenants, conditions, easements, reservations and restrictions set forth in this Master Declaration; levy and collect Assessments; pay Common Expenses; and, in general, manage the Project in a manner which will protect and enhance the value, desirability and attractiveness of the Project and the quality of the residential environment therein.

2.02 Membership. Every Owner shall be a Member of the Association and be subject to the terms of this Master Declaration, any Supplementary Declaration, the Association Bylaws as set forth herein, and any rules promulgated by the Association. Membership in the Association

2.03 Transfer An Owner's membership in the Association shall not be transferred or alienated in any way except upon the conveyance or encumbrance of such Owner's Lot and then only to the grantee or mortgagee of such Lot.

## ARTICLE III

ASSOCIATION BYLAWS

3.01 Board of Trustees: Composition, Election, Vacancies The Association, through Its Board of Trustees, is responsible for the maintenance of any Common Areas, the determination, imposition and collection of Assessments, the enforcement of the provisions of this Master Declaration and, in general, the preservation of the residential quality and character of the Project to benefit to the benefit and general welfare of each of whom shall be an Owner. At the first meeting of the Board of Trustees two (2) shall be appointed to a three-year term, two (2) to a two-year term, and one (1) to a one-year term. As Trustee's terms expire, new Trustees shall be elected to the Board for three-year terms and shall serve on the Board until their successors are elected.

3.02 Voting Rights All voting rights of Members shall be subject to the restriction and limitations in this Master Declaration, in any Supplementary Declaration, the Association's Bylaws and any rules promulgated by the Association.

3.03 Multiple Ownership When more than one person owns a portion of the interest required for membership, each such person shall be a Member and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast with respect to any such Lot than the number of votes that one person owning the entire interest required for membership would be entitled to cast with respect to such Lot.

3.04 Approval of Members Members votes may be cast in person or by proxy designated in writing and filed with the Association. In any matter requiring the consent of Members but not specifically provided for in this Master Declaration or any Supplementary Declaration, a simple majority of the voting power of Members entitled to vote on such matters shall suffice whether done at a meeting of Members specifically called or by written consent.

3.05 Notice of Meetings The Secretary shall mail or deliver to each Owner of record a notice of each annual or special meeting stating the purpose thereof, as well as the time and place at least ten (10), but not more than twenty (20) days prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

ARTICLE IV

BOARD OF TRUSTEES

4.01 General Authority A Board of Trustees shall have and is hereby granted the following authority and power:

- (a) The authority to act for and in behalf of the Association and to elect from among its members the Association officers as set forth in the Association Bylaws.
- (b) The power to sue on behalf of the Association and to defend any suits against the Association.
- (c) The authority to enter into contracts on behalf of the Association, relating to Common Areas and other matters over which It has jurisdiction, so long as any vote or consent of Members necessitated by the subject matter or the Agreement has been obtained.
- (d) The authority to promigate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out Its functions or to Insure that the Project is maintained and used in a manner consistent with the collective Interests of the Owners.
- (e) The power and authority to perform any other acts or enter into any other transactions which may be reasonably necessary for the Board to perform Its functions as agent for the Association and the Owners

4.02 Rights and Duties The Board of Trustees shall be responsible to carry out the purposes of the Association.

4.03 Rulers and Regulations The board of Trustees shall make reasonable rules and regulations governing the maintenance and use of any Common Areas and other matters over which It has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in the Master Declaration. The Board may suspend any Owner's voting rights for periods during which such Owner fails to comply with such rules and regulations or with any other obligations under this Master Declaration. The Board may also take judicial action against any owner to enforce compliance with such rules and regulations or other obligations and provisions of this Master Declaration.

4.04 Architectural Control Matters of architectural control within the Project shall be governed by the provisions therefor in each Supplementary Development Declaration pertaining to each area.

4.05 Indemnification of Board Each of the Trustees shall be indemnified and held harmless by the Lot Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and /or criminal actions) including, without limitation, attorneys fees reasonably Incurred in connection with any proceeding in which such Trustee may become involved by reason of being or having been a member of said Board

ARTICLE V

ASSESSMENTS

5.01 Agreement to Pay Assessments Declarant, for each Lot Owned by It, hereby covenants and agrees to pay, An annual Assessment for the purposes set forth in this Master Declaration. The Assessment, together with interest thereon, late charges, reasonable attorneys fees and court costs, and any other costs of collection (collectively the "related charges"), shall be a charge on the land and shall be a continuing lien upon the Lot against which the Assessment is made.

5.02 Purpose of Assessment The assessments levied by the Association shall be used exclusively to promote the purposes of the Association, to promote the comfort, health, Interests, safety and welfare of the Members collectively and to pay for Common Expenses.

5.03 Assessment The amount and time of payment of Assessments shall be determined by the Board after giving due consideration to the current maintenance, operational and other costs and future costs of the Association.

## ARTICLE VI

### USE RESTRICTIONS

6.01 Residential Use All Lots within the Covered Property will be for residential and related purposes only.

6.02 Maintenance of Lots All Lots and all improvements thereon shall be kept and maintained by the owner thereof in clean, safe, attractive, and sightly condition and in good repair.

6.03 General Restrictions and Prohibited Uses The following uses and/or activities of or upon the Covered Property are restricted and / or prohibited:

- (a) No noxious or offensive activity shall be carried on or shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.
- (b) Architectural shingles will be required
- (c) Garbage cans shall be at the curb on the day of pick up only
- (d) Inactive or inoperable vehicles, including RV's shall not be parked on any street or within the front setback line of any lot

## ARTICLE VII

### GENERAL PROVISIONS

7.01 Declaration Conflicts To the extent the provisions of any Supplementary Declaration or Supplementary Development Declaration are Inconsistent with the provisions of this master Declaration, the provisions of the instrument imposing the strictest interpretation shall be followed.

7.02 Enforcement The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Master Declaration or any supplement thereto.

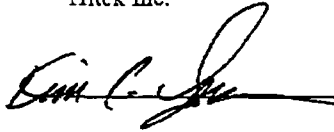
7.03 Term The provisions of this master Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Member, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date periods of ten (10) years each, unless an Instrument signed by a majority by the then Members has been recorded, at least one (1) year prior to the end of such period or extended period, agreeing to change said provisions in whole or in part.

7.04 Construction The provisions of this Master Declaration shall be liberally construed to effectuate Its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Covered Property and any Common Areas.

7.05 Amendments This Master Declaration may be amended only by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the voting power of the Members.  
7.06 Effective Date This Master Declaration shall take effect upon recording thereof in the office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first above written.

Hitek Inc.

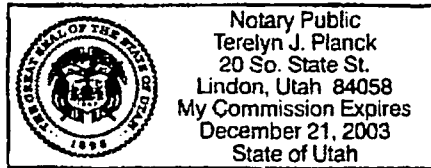


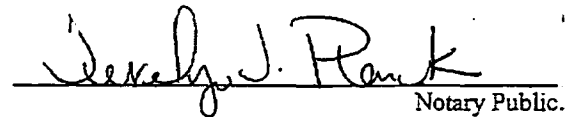
Kim C. Turner Vice Pres.

STATE OF UTAH, } ss.

County of Utah

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2000  
personally appeared before me Kim C. Turner the signer of this instrument, who duly acknowledged to me that he executed the same.



  
Notary Public.

My commission expires Dec. 21, 2003 Residing in 20 So. State St. Lindon, UT 84058

## EXHIBIT A

to

MASTER DECLARATION OR PROTECTIVE COVENANTS CONDITIONS, EASEMENTS,  
RESERVATIONS AND RESTRICTIONS

of

## HUNTERS CROSSING

Spanish Fork, Utah County, Utah

## COVERED PROPERTY

Commencing at a point located North 0 deg. 24'38" West along the Section line 1007.90 feet and East 145.37 feet from the West quarter corner of Section 28, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 0 deg. 31'02" West along a fence line 330.49 feet; thence North 89 deg. 41'07" East partially along the fence line 1156.31 feet; thence South 0 deg. 07'00" West 591.39 feet; thence North 70 deg. 19'13" West partially along a fence line 465.61 feet; thence South 19 deg. 58'52" West along the fence line 153.77 feet; thence North 69 deg. 52'28" West 704.14 feet to the point of beginning. Said legal includes the following distinct areas:

## Area 1- Single Family Housing &amp; Open Space areas

## Lots 1-14

Beginning at a point located N0°24'38"W along the section line 765.62 feet and East 804.78 feet from the West ¼ Corner of Section 28, T8S, R3E, S.L.B.&M.; thence N69°52'28"W 98.70 Feet; thence along the arc of a 28.00 foot radius non-tangent curve to the right 15.63 feet through a central angle of 31°59'32" (chord: N3°27'56"W 15.43 feet); thence N12°31'50"E 43.67 feet; thence along the arc of a 178.00 foot radius curve to the left 101.51 feet through a central angle of 32°40'34" (chord: N3°48'27"W 100.14 feet); thence N20°08'44"W 137.42 feet; thence along the arc of a 122.00 foot radius curve to the right 25.80 feet through a central angle of 12°06'54" (chord: N14°05'17"W 25.75 feet); thence N8°01'50"W 14.53 feet; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet through a central angle of 90°00'00" (chord: N36°58'10"W 21.21 feet); thence N81°58'10"E 28.00 feet; thence along the arc of a 222.00 foot radius curve to the right 220.26 feet through a central angle of 56°50'50" (chord: S69°36'25"E 211.34 feet); thence S41°11'00"E 35.23 feet; thence along the arc of a 278.00 foot radius curve to the left 127.80 feet through a central angle of 26°20'20" (chord: S54°21'10"E 126.67 feet); thence S67°31'20"E 102.96 feet; thence along the arc of a 328.00 foot radius curve to the left 128.68 feet through a central angle of 22°28'40" (chord: S78°45'40"E 127.85 feet); thence East 24.27 feet; thence along the arc of a 15.00 foot radius curve to the right 24.40 feet through a central angle of 93°12'53" (chord: S43°23'33"E 21.80 feet) to a point of compound curvature; thence Southwesterly along the arc of a 467.00 foot radius curve to the right 8.96 feet through a central angle of 1°05'59" (chord: S3°45'53"W 8.96 feet); thence S19°18'52"W 122.63 feet; thence N70°19'13"W 441.52 feet; thence S19°58'52"W 153.77 feet to the point of beginning.

## Lots 15-37

Beginning at a point located N0°24'38"W along the Section line 1007.90 feet and East 145.37 feet from the West ¼ Corner of Section 28, T8S, R3E, S.L.B.&M.; thence N0°31'02"W 330.49 feet; thence N89°41'07"W 261.71 feet; thence S6°13'48"W 78.82 feet thence S6°15'06"E 101.15 feet; thence S11°49'09"W 107.30 feet; thence Northwesterly along the arc of a 222.00 foot radius curve 51.02 feet through a central angle of 13°10'04" (chord: N47°46'02"W 50.91 feet); thence N41°11'00"W 35.23 feet; thence along the arc of a 278.00 foot radius curve to the left 275.82 feet through a central angle of 56°50'50" (chord: N69°36'25"W 264.65 feet); thence S81°58'10"W 246.51 feet; thence along the arc of a 25.00 foot radius curve to the right 22.44 feet through a central angle of 51°25'32" (chord: N72°19'04"W

21.69 feet) to a point of reverse curvature; thence along the arc of a 60.00 foot radius curve to the left 53.85 feet through a central angle of  $51^{\circ}25'32''$  (chord:  $N72^{\circ}19'04''W$  52.06 feet; thence along the arc of a 60.00 foot radius curve to the left 188.50 feet through a central angle of  $180^{\circ}00'00''$  (chord:  $S8^{\circ}01'50''E$  120.00 feet); thence  $N81^{\circ}58'10''E$  41.57 feet; thence along the arc of a 60.00 foot radius curve to the left 53.85 feet through a central angle of  $51^{\circ}25'32''$  (chord:  $N56^{\circ}15'24''E$  52.06 feet) to a point of reverse curvature; thence along the arc of a 25.00 foot radius curve to the right 22.44 feet through a central angle of  $51^{\circ}25'32''$  (chord:  $N56^{\circ}15'24''E$  21.69 feet); thence  $N81^{\circ}58'10''E$  132.50 feet; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet through a central angle of  $90^{\circ}00'00''$  (chord:  $S53^{\circ}01'50''E$  21.21 feet); thence  $S8^{\circ}01'50''E$  14.53 feet; thence along the arc of a 178.00 foot radius curve to the left 37.64 feet through a central angle of  $12^{\circ}06'54''$  (chord:  $S14^{\circ}05'17''E$  37.57 feet); thence  $S20^{\circ}08'44''E$  137.42 feet; thence along the arc of a 122.00 foot radius curve to the right 69.58 feet through a central angle of  $32^{\circ}40'34''$  (chord:  $S3^{\circ}48'27''E$  686 feet); thence  $S12^{\circ}31'50''W$  28.34 feet; thence along the arc of a 24.00 foot radius curve to the right 24.73 feet through a central angle of  $59^{\circ}02'11''$  (chord:  $S42^{\circ}02'56''W$  23.65 feet); thence  $N69^{\circ}52'28''W$  532.90 feet to the point of the beginning.

#### Area 2- Townhouses

Beginning at a point located  $N0^{\circ}24'38''W$  along the Section line 1327.59 feet and  $N89^{\circ}41'07''E$  1023.54 feet from the West  $\frac{1}{4}$  Corner of Section 28, T8S, R3E, S.L.B.&M., thence  $N89^{\circ}41'07''E$  261.71 feet; thence  $S0^{\circ}19'53''E$  355.05 feet; thence along the arc of a 15.00 foot radius curve to the right 23.65 feet through a central angle of  $90^{\circ}19'53''$  (chord:  $S44^{\circ}50'03''W$  21.27 feet); thence West 24.64 feet; thence along the arc of a 272.00 foot radius curve to the right 106.71 feet through a central angle of  $22^{\circ}28'40''$  (chord:  $78^{\circ}45'40''W$  106.03 feet); thence  $N67^{\circ}31'20''W$  102.96 feet; thence along the arc of a 222.00 foot radius curve to the right 51.03 feet through a central angle of  $13^{\circ}10'16''$  (chord:  $N60^{\circ}56'12''W$  50.92 feet); thence  $N11^{\circ}49'09''E$  107.30 feet; thence  $N6^{\circ}15'06''W$  101.15 feet; thence  $N6^{\circ}13'48''E$  78.82 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within State Road as disclosed in Right-of - Way Deed recorded as Entry No. 3548, in Book 340, at Page 421, Utah County Recorder's Office.



**Supplemental Development Declaration to Hunters Crossing  
Spanish Fork, Utah - Area 1 (Single Family Housing)**

**SECTION 1. Building Type.** No lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one (1) single family dwelling. Every single family and multi level (split level) dwelling shall have a minimum area above the ground of one thousand two hundred (1,200) square feet for a single level residence and one thousand four hundred (1400) square feet for a 2-story residence square footage requirements are exclusive of garages and covered porches. All construction shall be of new materials except for approved "used brick".

**SECTION 2. Temporary Structures.** No trailer, basement, tent, shack or other outbuilding shall be placed upon or used at any time within said subdivision as temporary or permanent residence.

**SECTION 3. Architecture Guidelines.** The following architectural guidelines shall apply to all single family detached lots in Hunters Crossing Subdivision affected hereby:

- (a) **Harmony in building:** The exterior material of all dwellings shall be either brick, cast stone or stucco. The roofing materials of all dwellings shall be architectural composition shingles.
- (b) A detached accessory building which meets all city standards may be permitted. Said detached accessory building shall be subject to all of the conditions and restrictions imposed by Article 1 hereof and in no event shall an accessory building be permitted with a height greater than the dwelling placed upon the premises and shall be so constructed as to minimize visibility from the street. The design and site plans of such accessory building shall be submitted to the Architectural Control Committee for approval prior to obtaining a building permit or the commencement of construction of such accessory building.
- (c) Every dwelling must have a minimum of a two (2) car garage.
- (d) **Color Harmony:** The use of natural earth tones will be encouraged, along with the use of wood and stone as materials. The use of unpainted concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces; a limited amount of aluminum siding will be permitted, for trim purposes only.
- (e) **Variation in houses:** No identical or "mirror image" houses shall be placed side by side.

Supplemental Development Declaration to Hunters Crossing  
Spanish Fork, Utah - Area 2 (Townhouses)

SECTION 1. Temporary Structures. No trailer, basement, tent, shack or other outbuilding shall be placed upon or used at any time within said subdivision as temporary or permanent residence.

SECTION 2. Architecture Guidelines. The following architectural guidelines shall apply to all lots in Hunters Crossing Subdivision affected hereby:

- (a) Harmony in building: The exterior material of all dwellings shall be either brick, cast stone, stucco or slump block. The roofing materials of all dwellings shall be architectural composition shingles.
- (b) Color Harmony: The use of natural earth tones will be encouraged, along with the use of wood and stone as materials. The use of unpainted concrete or blacks and painted or unpainted metals is prohibited on exterior surfaces; a limited amount of aluminum siding will be permitted, for trim purposes only.