

When recorded mail to:
Donald R. Skipworth
P.O. Box 1696
Sandy, Utah 84091

Ent 392259 BK A496 Pg 123
Date: 26-JAN-2007 11:45AM
Fee: \$14.00 Check
Filed By: DFM
CAROLYNE MADSEN, Recorder
DUCHESE COUNTY CORPORATION
For: PARAGYZ

**AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TABBY MOUNTAIN ESTATES**

This Amendment to COVENANTS, CONDITIONS AND RESTRICTIONS FOR TABBY MOUNTAIN ESTATES is made the 23 day of January, 2007, pursuant to Section 8.02 of the COVENANTS, CONDITIONS AND RESTRICTIONS FOR TABBY MOUNTAIN ESTATES recorded by Members International, Inc. signed by it's Vice President and Treasurer Donald R. Skipworth, the 4th Day of April, 1995, recorded in Duchesne County Records Office 5/1/95, ENTRY NO. 305732, BOOK A249, PAGE 464-482.

Whereas, TABBY MOUNTAIN PROPERTY OWNERS ASSOCIATION, a Utah non profit corporation, by the authority given to it by the COVENANTS, CONDITIONS AND RESTRICTIONS FOR TABBY MOUNTAIN ESTATES, and by affirmative vote of a majority of the Owners, constituting a Quorum, at a special meeting of the Association, including an affirmative vote by the Owners of Lots 6 and 15, make the following amendment:

The first sentence of Article III, Paragraph 3.13 is amended to remove the exclusion of Lots Number 6 and 15 from the paragraph and shall read as follows:

3.13 Residential Use. The sites, and each and every one of them are for single-family recreational and residential purposes only.

No other provision of the Covenants shall be affected by this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 23
Day of January, 2007.

Tabby Mountain Owners Association,
A Utah nonprofit Corporation

Est 392250 N 98466 Pg 0124

By: [Signature] Its Treasurer
John Johnson

C. B. Retreat L.L.C. Corner of Lot #5

By: [Signature] Its Manager
John Johnson

Paragyz of Utah, P.C. corner of Lot #6

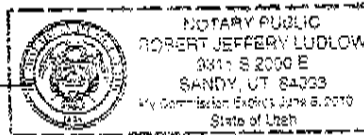
By: [Signature] Its Vice President, Secretary
Donald R. Skipworth

STATE OF UTAH)
County of Salt Lake)

On the 23rd day of January, 2007, personally appeared before me John Johnson, who being by me duly sworn did say that he is Treasurer of TABBY MOUNTAIN PROPERTY OWNERS ASSOCIATION a Utah nonprofit corporation, and that he signed the within instrument on behalf and with the authority of said corporation.

[Signature]
Notary Public

My commission expires June 6, 2010 Residing in Sandy, Utah

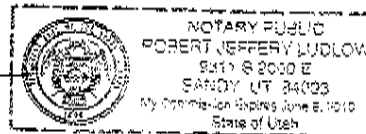


STATE OF UTAH)
County of Salt Lake)

On the 23rd day of January, 2007, personally appeared before me Donald R. Skipworth, who being by me duly sworn did say that he is Secretary and Vice President of Paragyz of Utah, P.C. a Utah corporation, and that he signed the within instrument on behalf and with the authority of said corporation.

[Signature]
Notary Public

My commission expires June 6, 2010 Residing in Sandy, Utah

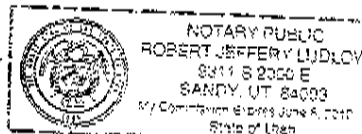


STATE OF UTAH)
County of Salt Lake)

On the 23rd day of January, 2007, personally appeared before me John Johnson, who being by me duly sworn did say that he is Manager of C.B. Retreat, L.L.C. and that he signed the within instrument on behalf and with the authority of said L.L.C.

[Signature]
Notary Public

My commission expires June 6, 2010 Residing in Sandy, Utah



WHEN RECORDED MAIL TO:
MEMBERS INTERNATIONAL, INC.
P.O. Box 1696
Sandy, Utah 84091-1696

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TABBY MOUNTAIN ESTATES

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 4 day April 1995, by Members International Inc. (the "Declarant") as follows:

ARTICLE I

RECITALS

1.01 The Property. Declarant is the owner of the 106.47 acre parcel of real property in Duchesne County, Utah, as described on attached Exhibit A ("the Property").

1.02 General Plan. To establish a general plan for the improvement and development of the Property as a recreation, business and homestead community, Declarant hereby subjects the Property to the conditions, covenants, and restrictions set out below, upon and subject to which all of the Property will be hereafter owned, leased, hypothecated, and used.

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Restrictions. Declarant, the owner of the Property, by recording this Declaration herein with "TABBY MOUNTAIN ESTATES SUBDIVISION PLAT" ("Map"), being in accord with the Articles of Incorporation and Bylaws, not filed, hereby declares that the Property is now held, and will hereafter be owned, leased, hypothecated and used subject to the restrictions set forth in this Declaration, each and all of which is and are for, and will inure to the benefit of, and pass with, and be enforceable as equitable servitude or real covenants by the Association and the Owners of each and every portion of the Property, and will apply to and bind the heirs, assignees, and

ENTRY NO 305732 DATE 5-1-95 TIME 8:14 AM BOOK 2219 PAGE 164-282
FEES 46.02 RECORDED AT REQUEST OF Members International
Carlyne Madson DUCHESNE COUNTY RECORDER

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successors in interest of any Owner of each and every portion of the Property.

2.02 Purpose of Restrictions. The purpose of these restrictions is to insure proper development and use of the Property as a community in accordance with a general plan and to provide for the sharing of certain costs associated with the Property and its improvement and maintenance. These covenants, conditions, and restrictions are designed and intended to provide every owner with a community consistent with the beauty of its natural surroundings.

2.03 Definitions. As used in this Declaration the following terms will have the following meanings:

(a) Association. "Association" shall mean Tabby Mountain Estates Homeowners Association, Inc., a Utah Non-Profit corporation.

(b) Committee. "Committee" shall mean the committee created by the Board of Trustees as described in Article 6 below.

(c) Declarant. "Declarant" will mean the undersigned, Members International Inc., and its successors, and assigns.

(d) Improvements. "Improvements" whether or not such term is capitalized will mean and include buildings, outbuildings, parking areas, loading areas, fences, walls, landscaping, poles, signs, water system, sewer systems, roads, ditches, culverts and any other structures of any type or kind.

(e) Map and/or Plat. Shall mean "Tabby Mountain Estates Subdivision Plat" of the 106.47 acres recorded with the Duchesne County Recorders Office.

(f) Owner(s). Owner(s) shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, or a contract vender, but excluding those having an interest merely as security for the performance of an obligation.

(g) Site. "Site" and "Lot" shall be used interchangeable to mean all land within the Lot as detailed on the recorded plat map.

(h) Common area. Common areas are the Roadway Easements, Utility Easements and the Large Lake Easement including the 25 foot walk and parking area as shown on the recorded plat map.

ARTICLE III

REGULATION OF IMPROVEMENTS AND USE OF PROPERTY

3.01 Local Requirements. Nothing herein will supersede the present or future requirements and ordinances of any city, county, or local jurisdiction. All of such requirements and ordinances will be in addition to the requirements of these covenants, conditions, and restrictions, and it will be the responsibility of each Owner to conform to them.

3.02 Prior to Construction. Prior to construction, the Owner of any Site will maintain the Site in a neat and orderly condition.

3.03 Completion of Construction. After commencement of construction of any structure, the Owner with respect to a Site, or the Association with respect to common areas and facilities, will diligently prosecute the work thereon, to the end that the structure will not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

3.04 Excavation. No excavation will be made except as reasonably necessary in connection with construction of an improvement and upon completion thereof, exposed openings will be backfilled and disturbed ground will be graded, backfilled and made safe.

3.05 Landscaping. Landscaping will be installed within sixty (60) days, weather permitting, after the completion of the first building on the Site. All areas in a Site not used for structures, parking, storage, and driveways, will be maintained with natural vegetation native to the area in which the Property is located.

3.06 Signs. No billboard or advertising sign will be permitted. Reasonably small name signs designating the Owner of a Site or the name of the Site or Realtors and for sale signs are permitted.

3.07 Parking Area - General. Adequate off-road parking will be provided by Owners at their Site to accommodate the reasonable parking needs of Owners and visitors on the Site. There will be no parking on the roads or in common areas except in areas specifically designated by the Association.

3.08 Waste Disposal. No waste material or refuse will be dumped, placed, or allowed to remain on a Site outside a permanent structure unless it is in closed containers of a quality to control odors and behind a visual barrier screening such areas so that they are not visible from neighboring Sites or any roads. All such waste and trash materials will be regularly removed by the Owners and disposed of properly, and will not be allowed to accumulate. If dumpsters or other garbage receptacles are provided by the Association, these may be used in accordance with rules and regulations that may be adopted or revised by the Association from time to time.

3.09 Building Regulations. Any building erected on a Site will conform to the following construction practices and to any others consistent with the following which may be prescribed by the Association by rule or regulation:

(a) The exterior of all structures erected on the Site, with the exception of trim and minor architectural features, will be constructed of wood, logs, masonry, stucco, stone, or other materials of a similar nature approved by the Association.

(b) All buildings erected will conform to all applicable building codes and ordinances.

(c) No barbed wire fences will be allowed.

(d) All lavatories or toilets will be built with approval of the Duchesne County Health Department

(e) No primary residential structure will have a ground level

living area of less than 1,000 square feet nor measure less than 24 feet at the front of the building. Such measurements will be exclusive of any porch, attached garage, carport, or similar nonliving area.

(f) No more than one primary residence may be built on each site. Parcel numbers 6 and 15 excluded.

3.10 Care, Maintenance and Repairs. All structures, landscaping, and improvements from time to time placed upon a site in accordance with the terms hereof or any applicable requirements and ordinances of any local jurisdiction will be maintained in good, clean condition and repair at all times. In the event any Owner will fail to make or cause such maintenance or repairs to be made after written demand from the Association, the Association or its agents may go upon the property and make any necessary repairs and perform any maintenance at Owner's expense which may be necessary to comply with the terms of this Declaration or the requirements or ordinances of any local jurisdiction, but the Association will have no duty to do so.

3.11 Drainage, No Pollution. All drainage of water from any Site and improvements thereon will drain or flow into facilities designed for such purposes or natural water courses and not upon adjoining Sites, and all slopes and terraces on any Site will be maintained so as to prevent any erosion. The Property will not be used in any manner that will allow the water supply, streams or neighboring waters to become polluted.

3.12 Use Consistent With Easements. Owners will use the Property consistent with the rights of the owners of all existing easements wherever situated.

3.13 Residential Use. The Sites, and each and every one of them, excluding Lots number 6 and 15, are for single-family recreational and residential purposes only. No building or structure intended for or adapted to business purposes except for non-polluting, non-traffic home base business, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium, or professional office, or other business will be erected, placed, permitted, or maintained on any Site or on any part of any Site. No improvement nor structure whatever, other

than a private dwelling home, patio walls, and customary out buildings, garage, storage shed, carport may be erected, placed, or maintained on any Site.

3.14 Preservation of Natural Environment. The native growth of the Property will not be permitted to be destroyed or removed except as a fire break, road visibility or to allow the laying of a foundation or to provide access to a Site. In the event such growth is removed, the Association may require the replanting or replacement of such growth, at the cost of the Owner. The cutting of dead trees for firewood, safety and aesthetic reasons is allowed. Removal of natural vegetation for corrals will not exceed 100' by 100'. Other corrals up to a total of three may be built as permitted by the Association.

3.15 Tanks, and Other Storage. No elevated tanks of any kind will be erected, placed, or permitted on any part of the Property, including the Sites, provided, that nothing herein will prevent the Association from erecting, placing, or permitting the placing of tanks and other water system apparatus on the Property for the use of any water company at any time serving the Property. Any tanks for use in connection with any residence, including tanks for the storage of fuel, must be buried or walled sufficiently to conceal them from the view from neighboring Sites, roads, or streets. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles will be walled in to conceal them from the view of neighboring Sites, roads, or streets.

3.16 Setback Lines. No building, structure, outbuilding, or appurtenance of any nature will be located closer than fifty (50) feet from any Site or property line except for fence, hedge, piazza, bay window, or other usual projection which may project behind the set back line a reasonable distance. The Association may waive the set back requirement for good cause. The set back for fences and hedges on the front property line must be one half the total road right-of-way established.

3.17 Horses and Pets. Horses may be kept or stabled on any of the Sites if, but only if, proper stables and corrals are built for such horses and the number of such horses on the Site does not exceed five. No cattle or farm animals may be kept on any part of the Property for commercial use. No pigs are allowed. No more

than four pets of the customary household variety may be kept on any Site except upon the express written permission of the Association.

3.18 Nuisances. No Site will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

3.19 Temporary Structures, Trailers. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, or other temporary structure will be placed or erected upon any Site unless approved by the Association. However, house trailers, motor homes, or other mobile housing may be allowed during the period of construction of permanent housing, not to exceed one year from date of the first work performed (not including design work). This period may be extended for up to an additional six (6) months in the discretion of the Association if there were unforeseeable delays during construction. Mobile housing of not less than 1200 square feet, permanently placed on appropriate foundations with wheels and axles removed, with hard siding and pitched roof will be allowed. Recreational vehicles, motor homes and R.V. Park models, in normal use in and out of a Site, may be allowed.

3.20 Division of Sites. No Site will be subdivided without proper approval and compliance with all then existing county rules and regulations.

3.21 Vehicle Storage or Repair. No junk vehicles in need of repair or in the process of repairs will be stored on the Property. No substantial vehicle repair work will be done on the Property. No vehicles in working order will be stored on the Property except for temporary parking in the normal course of use of the vehicle. No commercial vehicles, construction, or like equipment will be permitted at any Site except for the purpose of performing work allowed under these covenants, conditions, and restrictions. Vehicles may be stored in completed approved garages.

3.23 Fires. No open fires will be allowed except in permanently constructed barbecue pits approved by the Association.

3.24 Hunting and Firearms. No rifle or gun hunting by any method will be allowed on the Property. No discharge of any firearms will be allowed on the Property.

3.25 Streams or Creeks. All natural streams, creeks and natural drainage must remain undisturbed. No damming, ponding or redirecting of these waterways is allowed. Where roadways, driveways or other improvements, necessary for proper use of a site, conflict with the natural waterways, properly constructed culverts or piping may be used as crossing, construction of which will be approved by the Association.

3.26 Provision for Sites Numbers 6 and 15. Sites number 6 and 15 shall be subject to all of the provisions of this Declaration with the exception of paragraphs 3.9, (f) and 3.13. These sites may be used for any lawful purposes as allowed by the Duchesne County.

ARTICLE IV

APPROVAL OF PLANS

4.01 Administrative Review. No improvements will be erected on a Site until plans and specifications have been submitted to and approved by the appropriate local jurisdiction.

4.02 Time to Complete. In all cases, work will be substantially completed within one (1) year from the date of such approval. Extensions of time may be granted by the Association for good cause upon request.

4.03 Existing Improvements. The improvements existing on the Property as of April 4, 1995 are approved as to their construction and any difference in such construction from the standards of this Declaration are waived. All other standards of this Declaration with respect to such improvements, including the use or operation of such improvements, will, however, apply in accordance with their terms.

ARTICLE V
ENFORCEMENT

5.01 Equitable Servitude. All of the provisions herein contained will run with the land and will be enforceable at law or in equity as real covenants and as equitable servitude by Declarant, its successors, assigns, Owners, or the Association. Before an Owner or Declarant proceeds directly to enforce any provision of this Declaration, except in an emergency where it is reasonable to proceed immediately, he will have first submitted the matter to the Association which has refused to take such action or has failed to take such action within ninety (90) days.

5.02 Deemed to Constitute a Nuisance. The result of every action or omission whereby any covenant, condition, or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, may be exercised by the Association, Declarant or by any Owner subject to these restrictions.

5.03 Attorneys' Fees. Any controversy of claim arising out of or related to this Declaration or breach thereof, and which is not settled between the Association and Owners, will be settled by arbitration in accordance with the rules of the American Arbitration Association, with the hearings to take place in Salt Lake City, Utah, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof-including the award to the aggrieved parties, their heirs, assignees, and/or designees, for the total remuneration received as a result of business conducted with the parties covered by this Declaration, and all court cost, attorneys' fees, and other charges and damages deemed fair by the Arbitrator(s).

5.04 Inspection. The Association through its agents may from time to time at any reasonable hour or hours, and after reasonable notice to Owner, enter and inspect any property subject to these covenants, conditions, and restrictions to ascertain compliance with them.

5.05 Failure to Enforce Not a Waiver of Rights. The failure of Declarant or any Owner, or the Association to enforce any

covenant, condition, or restriction herein contained will in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other covenant, condition, or restriction.

**ARTICLE VI
ORGANIZATION AND OPERATION OF ASSOCIATION AND COMMITTEE**

6.01 Organization of Association. For the purpose of maintaining roads, Large Lake and easement area, providing traffic control and administration of utility easement areas, administering and enforcing these covenants, conditions, and restrictions, promulgating rules and regulations applicable to Owners, and administering all common community services of every kind and nature required or desired within the community for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for any Site in the Property, agrees to and will be a member of and be subject to the obligations and duly enacted Bylaw and rules and regulations of Tabby Mountain Estate Homeowners Association, Inc., a Utah Non-Profit Corporation. Such Association will have authority, among others specified in its Articles, or allowable at law, to enforce these restrictions, to make assessments to Owners, to regulate vehicle speed and traffic on the Property, to promulgate rules and regulations, to adopt bylaws, and to do such acts as may be necessary or desirable to fulfill its functions.

6.02 Organization of Committee. The Declarant may create a Committee to discharge and administer the provisions of this Declaration, the Bylaws and the Articles of Incorporation to the Association from the date of this Declaration until the first annual meeting of the Members of the Association. The Committee will initially consist of three Trustees named by the Declarant who will serve until their successors are duly elected and qualified in accordance with the Bylaws of the Association.

6.03 Action by Committee. The Committee will act by majority vote at a meeting at which a quorum is present, or by unanimous written consent of the members of the Committee. A quorum will consist of a majority of the Committee members. A meeting may be called at any time by any Committee member by giving not less than fifteen (15) days written notice to all Committee

members; however, this period for notice may be changed by the Committee to any reasonable time by the adoption of rules. Notice may be waived by any Committee member and will be deemed waived by participation in any meeting of the Committee except only to protest the conduct of any business at such meeting. A meeting may be conducted in person or by conference telephone or similar electronic means by which all participants can hear each other.

6.04 Authority. The Committee will have the authority to appoint agents, hire counsel, accountants, and other professional advisors, and pay compensation to such persons from Association funds except to the extent restricted by the Bylaws of the Association, and will have the authority to do all things necessary to properly carry out its duties, responsibilities, rights, powers, or authorities under this Declaration and except to the extent restricted by the Bylaws of the Association, to enforce any provision of this Declaration, and to such ends it will exercise such implied powers as may be necessary to allow the Committee to fulfill its functions under this Declaration.

6.05 Compensation. Committee members will not be compensated for their service on the Committee except to the extent authorized by the Association. Committee members will, however, be entitled to be reimbursed for reasonable out of pocket expenses incurred on Committee business. Committee members will be indemnified by the Association for any liability, cost, damage, or expense (including reasonable attorneys' fees) incurred by them by reason of their service on the Committee or as may be additionally authorized by the Association, to the fullest extent allowable by law.

6.06 Annual meetings. The first annual Owners meeting of the Association will be held within 120 days of the incorporation of the Association with annual meetings each year thereafter on the first Thursday of May.

6.07 Malfesance of office. Indemnification by the Association under paragraph 6.05 above will not cover illegal acts nor malfesance of office.

ARTICLE VII
COMMON AREAS, FACILITIES

7.01 Common Area. Common area shall mean all easements and Right-Of-Ways for the common use and enjoyment of the Owners. The common facilities existing at the time this Declaration is made consists of easements for utilities, roads and the Large Lake area. The interest in the common areas will not be separately transferable by an Owner, but will be held and transferred only as a unit with the Owner's Site. Common areas will not be transferred, except to grant necessary or useful utility, road, or other easements as determined by the Association, without the consent of all Owners or Declarant. Such common areas will be subject to regulation by the Association, but in general will be used for the following purposes:

(a) To maintain the natural beauty of the area and the community.

(b) For necessary roads, pipelines, and utility easements and facilities now existing or as may be approved by the Association. To the extent reasonably possible, roadways will be minimized and roadways will be used where possible for pipeline and utility easements so as to prevent disturbance to the natural environment of the Property;

(c) For the enjoyment and use by the owners and their guest.

(d) The common facilities of roads, easements and water lines are subject to usage, by prior agreements, by surrounding and abutting property owners.

7.02 Common Facilities Assessments.

(a) The Association will have authority to make assessments of the Owners to pay for the making or maintenance of such improvements payable at such times and in such manner as the Association may prescribe, so long as such assessments are consistent with the terms of this Declaration and any bylaws or rules with respect to such assessments adopted by the Association consistent with this Declaration.

(b) All assessments are a personal obligation of the Owner. Unpaid assessments are personal obligations of defaulting Owner and may be collected civilly or otherwise, and may become a lien on the

lot in favor of the Association foreclosable in the manner of a mortgage by the Association against the defaulting Owner's interests. However, the Association's assessment interest is junior to the mortgage holder.

(c) Upon foreclosure or forfeiture of a contract buyer's interest in a Site by the Declarant or other mortgagor the Association will remove all prior liens of record within thirty days of notification of foreclosure or forfeiture.

(d) Declarant and its assigns are exempted from assessments, current and future on lots held for sale, resale, foreclosed or forfeited lots.

7.03 Road Easement. The Declarant as grantor grants to each of the Declarant's grantees of Sites and to the heirs, successors, and assigns of such grantees, nonexclusive easements of access, ingress, egress, maintenance, and repair in, to, and over the roads described on the recorded Plat of the Property. Such easement will be appurtenant to and will pass with title to the grantee's Site and interest in the common areas, and any portion thereof or interest therein. The road will be used only for reasonable pedestrian, equestrian, and vehicular access to the Sites and common areas, consistent with other uses for which easements have been granted or may be granted with respect to the roads and no Owner will use or commit any act upon the roads in such a manner as too unreasonably interfere with or obstruct the reasonable use of the road by other Owners or grantees of easements. Such granted easements are, however, subject to regulations by the Association and to these covenants, conditions, and restrictions.

7.04 Maintenance of the Road and Facilities. The roads and other common facilities will at all times, subject to winter seasonal usage of the majority of the owners, be maintained in a safe and clean condition of good order and repair. The Association will be responsible for all costs with respect to the maintenance and repair of the roads and other common facilities in a manner consistent with this Declaration as may be prescribed in assessments, rules, or regulations by the Association. Declarant may rebuild, or restructure existing roads at its expense if deemed necessary to sell the lots.

7.05 SNOW REMOVAL. The Association will have the responsibility for snow removal for egress and ingress to the Sites. However, prior to the time that the majority of the Owners request full time snow removal, the Association may charge those Owners requesting snow removal, the actual cost of the snow removal. Also any Owner may, at his own expense, cause the removal of snow for his use.

7.06 Fish Stocking Assessment. The Association may adjust the annual assessment for each site to compensate for more than average fishing usage. Lots 1 and 16 may elect to not participate in usage of the Large Common Pond and have their assessments adjusted accordingly.

7.07 Annual Assessments. The total annual assessments against all lots shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the roads which estimates may include, among other things, expenses or management, taxes and special assessments until the lots are separately assessed as provided herein, premiums for all insurance which the Association is required or permitted to maintain pursuantly hereto, trash collection, repairs and maintenance, wages for Association employees, legal and accounting fees, and any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus or sinking fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of the Declaration. Annual assessments will run from July 1 through June 30 fiscal year basis. The Association will give written notice to each Owner as to the amount of the annual assessment with respect to his lot on or before May 15, of each year for the fiscal year commencing on July 1 following such date. Each annual assessment will bear interest at one (1%) per month from the date it becomes due and payable if not paid by such date. Failure of the Association to give timely notice of any assessment as provided herein will not effect the liability of the Owner of any lot for such assessment, but the date when payment will become due in such case will be deferred to a date thirty days after such notice will have been given, but not sooner than July 1 of the fiscal year to which such assessment relates.

7.10 Notice and Quorum for Annual and Special Meetings of the Owners. Written notice of annual and special meetings will be sent to the Owners not less than 30 days nor more than 60 days in advance of the meeting. A quorum of Owners will be fifty-one (51%) of all the votes eligible to vote. If the required quorum is not present by person or proxies the attending members and proxies may vote upon all the business published in the notification of the meeting as if a quorum is present.

7.11 Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have two classes of voting memberships, Class A and Class B.

(a) Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. In no event shall more than one vote be cast with respect to any Lot.

(b) Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) three (3) years after date of recording this Declaration.

ARTICLE VIII TERM, TERMINATION, MODIFICATION

8.01 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein will continue in full force until twenty years from the date this Declaration is originally recorded with the recorder of Duchesne County, Utah, at which time these covenants, conditions,

(7)

reservations, and restrictions will be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of one of the extension periods or the initial period the Owners of a majority of the Sites of the Property will by written instrument fully recorded declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire, any and all causes of action, rights, or remedies for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to expiration will continue.

8.02 Termination and Modification. This Declaration, or any provisions hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of the Property or any portion thereof with the written consent of the Owners, including Declarant, of sixty-six and two thirds percent (66 2/3%) of the Sites in the Property. No such termination, extension, modification, or amendment will be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Duchesne County, Utah. No such termination, extension, modification or amendment will be in violation of the requirements or ordinance of any applicable local jurisdiction or will retroactively cause anything rightful at the time done or omitted to be done to become a violation of this Declaration as amended. This Declaration will not be amended, modified, or revoked without the written consent of the Declarant until (20) twenty years from the date this Declaration is recorded with the County Recorder of Duchesne County, Utah or the Declarant's ownership interest in the Property is less than ten percent (10%) of the acreage of the Property, whichever is earlier.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

9.01 Constructive Notice and Acceptance. Every person who now owns or later acquires any right, title, or interest in or to any portion of the Property is and will be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

9.02 Rights of Mortgagees. The restrictions and other provisions herein contained will not supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of such property is acquired by the lender or other party under foreclosure, trustees' sale, a deed in lieu, etc. the acquires and its successor and assigns, will hold any and all property so acquired subject to all of the restrictions and other provisions of this Declaration.

9.03 Mutuality, Reciprocity, Runs with Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every part and parcel of the Property; will create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate among all grantees of said parcel, their heirs, successors, and assigns, and will, as to the Owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, and equitable servitude for the benefit of all other parcels.

9.04 Headings. Section headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

9.05 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any final judgement in any contested judicial proceeding the invalidity of such provision will not affect the validity of the remaining provisions and the same will remain in full force and effect.

9.06 Perpetuities Rule. In the event the provisions of this Declaration are declared void by a court of competent jurisdiction by reason of the period of time stated for which this Declaration will be effective, such period will be reduced to the maximum period of time which will not violate the rule against perpetuities of the State of Utah or other applicable rule.

9.07 Notice. All notices under this Declaration will be in writing and will be deemed given when delivered to the person addressed or three days after mailing if mailed postage prepaid,

return receipt requested. Notice relating to a Site may be given to any Owner of that Site, and such notice will bind all Owners of that Site.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 4th Day of APRIL, 1995.

Members International, Inc.

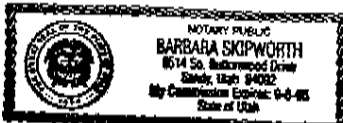
By Barbara Skipworth
It's in c. Reps. + T.C. 1995

STATE OF UTAH)
COUNTY OF UTAH)

On the 4th day of APRIL, 1995 personally appeared before me Barbara Skipworth the signer of this instrument, who duly acknowledged to me that he executed the same, for and behalf of said corporation by authority of its Board of Directors.

Barbara Skipworth
Notary Public

My commission expires _____ Residing in Lowry, Utah



"EXHIBIT A"

BOUNDARY DESCRIPTION

Beginning at a point which is N 00°35'43" W 1039.88 feet from the Southeast corner of Section 26, Township 1 South, Range 7 West, Uintah Base & Meridian; thence the following 22 courses,

N 66°47'00" W	680.77 feet
S 85°46'03" W	265.00 feet
S 08°29'13" W	200.00 feet
N 73°47'34" W	345.00 feet
N 03°24'14" E	216.70 feet
N 19°24'23" W	69.11 feet
N 17°31'52" E	243.11 feet
N 33°33'56" W	331.61 feet
N 74°00'00" W	1150.00 feet
N 54°26'00" W	1432.18 feet
N 00°03'31" W	155.79 feet
N 45°01'31" E	119.65 feet
S 89°53'28" E	547.86 feet
S 70°06'00" E	1507.48 feet
N 06°39'33" W	111.80 feet
N 19°55'00" E	250.09 feet
S 81°06'00" E	1327.98 feet
S 71°31'00" E	1356.30 feet
S 14°20'00" W	199.89 feet
S 35°30'00" E	395.89 feet
S 86°30'00" W	415.00 feet
S 70°03'00" W	550.00 feet to the point of beginning.

CONTAINING 106.47 ACRES