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LEANN H KILTS, WEBER COUNTY RECORDER
19-NOV-15 1000 AM FEE \$129.00 DEP JKC
REC FOR: HAMPTON ON THE GREEN HDA

AMENDMENT

To the

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS,

Of and for the

HAMPTON ON THE GREEN NEIGHBORHOOD

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THE HAMPTON ON THE GREEN NEIGHBORHOOD ASSOCIATION
A NON-PROFIT CORPORATION
A PLANNED RESIDENTIAL UNIT DEVELOPMENT

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RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

HAMPTON ON THE GREEN NEIGHBORHOOD ASSOCIATION

A PLANNED RESIDENTIAL UNIT DEVELOPMENT

This amended declaration is made this 16th day of November 2015, by the Hampton on the Green Neighborhood Association, Inc. board of directors as approved by majority vote of the recorded Owner's.

Recitals

A. Declarant is the recorded Board of Directors of the Hampton on the Green Neighborhood Association, Inc. located in Ogden City, Weber County, and State of Utah. Lots are described at the attached Exhibit A, which by this reference is made a part hereof.

B. The said property of 42 lots and designated general and/or exclusive common area is considered a separate and distinct neighborhood as described within the amended Hamptons Master Declaration of Covenant, Conditions and Restrictions, recorded 4 Jun 2015, E# 2739052, Pg 1-16. These Restrictions and Protective Covenants replace (in their entirety) those recorded in the document titled, "Declaration of Restrictions and Protective Covenants of and for the Hampton on the Green Neighborhood, dated 22 Feb 2000, and as amended 19 Feb 2003. Reference records E1690979, BK2058, PG2929 and E1918613, BK2328, PG855

C. The Hampton on the Green Neighborhood Association, Inc is a Utah not for Profit Corporation as submitted and approved in the State of Utah, 21 Jan 2015.

ARTICLE I

Definitions

Section 1. Areas of Common Responsibility shall mean and refer to the previously defined Exclusive Common Areas (areas surrounding all Lots within the subdivision, and the general common area identified in the plat at Exhibit A as Detention Pond D. The Association shall be responsible for maintaining planted grasses, shrubs, plants or trees at the completion of development by Hampton Development and Construction, LLC. Ogden City shall have the authority to inspect and insure the Detention Pond D meets city requirements prior to transition to the Association for responsibility. Once the maintenance responsibility transitions to the Association, Ogden City shall, as they deem appropriate, inspect the Detention

Pond to insure proper operation. Ogden City shall not be responsible for the acts or omissions of the Association in the performance of this duty.

Section 2. Articles of Incorporation or Articles shall mean and refer to the Articles of Incorporation of the Hampton on the Green Neighborhood Association, a Utah non-profit corporation as filed with the State of Utah Department of Commerce, Division of Corporations on 21st day of Jan, 2015.

Section 3. Association shall mean and refer to the Hampton on the Green Neighborhood Association, a Utah non-profit corporation, its successors or assigns. The Board of Directors or Board shall be the elected body having its normal meaning under Utah corporate law.

Section 4. Assessments shall mean and refer to assessments levied against all and any Lots and Properties to fund Common Expenses. Any assessment shall be levied equally against all Lots benefitting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures or insurance on structures, such assessments for the use and benefit of particular Lots shall be levied on a pro rata basis among the benefitted Lots.

Section 5. Bylaws shall mean and refer to the Bylaws of the Hampton on the Green Neighborhood Association, a Utah non-profit corporation and incorporated herein by this reference, as they may be amended from time to time.

Section 6. Common Areas shall be an inclusive term referring to all common areas, general and exclusive, as defined herein and as designated on the Plat.

Section 7. Common Expenses shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, including a reasonable reserve (as calculated using Utah Code 57-8a), all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and approved by majority vote by duly recorded Owners.

Section 8. Community Wide Standard shall mean the standard of conduct, architecture, landscape, maintenance, or other activity generally prevailing throughout the Properties. The Board, or these Covenants, the Bylaws, or other appropriate committee, if established, may more specifically determine such standard. In any case, the Owners, by majority vote, shall approve the standards. Nothing in this provision shall diminish or enhance the rights of developer as set out elsewhere in the developments governing documents.

Section 9. Sketch of PRUD Plan shall mean and refer to the recorded Plat as approved by the Ogden City, Weber County, dated January 10, 2000, or as it may have been amended during the course of development.

Section 10. Declarant shall mean and refer to the Hampton on the Green Neighborhood Association, a Utah non-profit corporation Board of Directors.

Section 11. Exclusive Common Area shall mean and refer to the areas surrounding the original final Ogden City approved construction foundation footprint, patios, private walkways, private driveways, surrounding landscaped and open grass areas in between the home pads as described in Exhibit A excluding the detention pond.

Section 12. General Common Area shall mean all real and personal property, which the Association now hereafter owns or otherwise holds for the common use and enjoyment of all Owners, including but not limited to the detention pond D, trail system, signs, and specialty lighting and as designated on the Plat.

Section 13. Lot shall mean and refer to the portion of the Properties, whether developed or undeveloped, intended for development, use and occupancy as residence for a single family and as designated on the Plat. It shall also mean the original final Ogden City approved construction foundation footprint when the development is complete.

Section 14. Member shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 15. Mortgage shall mean and refer to a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection herewith.

Section 16. Mortgagee shall mean and refer to a beneficiary or holder of a Mortgage.

Section 17. Mortgagor shall mean and refer to any Person who gives a Mortgage.

Section 18. Board of Directors shall mean and refer to the duly elected Association Board of Directors designated to manage the business affairs of the Association.

Section 19. Committee shall mean and refer to an elected or designated group of Association Members resolved to accomplish a Board or Director's specified set of tasks or duties such as architectural, covenants, landscape, etc.

Section 20. Expenses shall mean and refer to actual and estimated expenses incurred by the Association for the benefit of the Owner's of Lots within the designed Plat at Exhibit A. The expenses may include reasonable reserve (as mandated by Utah Code 57- 8a) for capital repairs and replacements all as may be

specifically authorized from time to time by the Board and as more particularly authorized herein.

Section 21. Owner shall mean and refer to one (1) or more Persons who hold the recorded deed title to any Lot, which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board, the lessee (rather than the fee owner) will be considered the Owner.

Section 22. Parcel Developer shall mean any developer who purchases or owns land within the Properties (as defined in Article I) for the purpose of residential development and sale.

Section 23. Person shall mean a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 24. Properties shall mean and refer to the real property described in Exhibit A attached hereto.

Section 25. Special Assessment shall mean and refer to assessments levied in accordance with Article IX, Section 3 of these Declarations.

Section 26. Trail System shall mean and refer to the system of trails located on the exclusive common area, the public right of way as shown on the Plat for common use, enjoyment and general benefit of all Lot Owners.

ARTICLE II

Property Rights

Every Owner shall have a right and easement of enjoyment in and to the common areas, subject to these Declarations as it may be amended from time to time and to any restrictions or limitation contained in any deed conveying such property to the Association. Any Owner may delegate his/her right of enjoyment to the members of his/her family, tenants, members, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with the policies or procedures it may adopt. An Owner who leases or rents his/her Lot shall be deemed to have delegated all such rights to the Lot's lessee or renter.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association upon receipt of the deeded title or recorded contract of sale for their respective Lot. The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's Lot. The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his/her name, mailing address, email address, home or cell phone (as appropriate) and Lot number. The Secretary may (but shall not be required to) search the Public Records of Weber County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him or her and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

Section 2. Voting. Each lot in the Subdivision shall be entitled to one vote in all Association matters submitted to the membership. The owner of the lot shall be entitled to cast the vote at his/her discretion. Use of electronic (email, text or other means) and proxy voting are authorized and the board shall maintain complete voting records with method utilized. Notwithstanding the foregoing, if the current Developer (The Hamptons Development and Construction, LLC) retains Lot ownership and or has constructed a single dwelling unit, and considered un-sold, shall be granted one vote per owned lot.

ARTICLE IV

Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which includes, Exclusive Common Area and General Common Area, such maintenance to be funded as hereinafter provided. The Association Board shall manage the common area maintenance tasks that include but not limited to replacement, repair, removal of landscape (lawns, trees, shrubs, bark, mow strips, tree rings, drainage, sprinkler system, perimeter fencing, trail system, retaining walls, benches, light standards, subdivision signage, utility mains, and any and all utility laterals to the Lot lines, and other common area structures installed). The Directors are not responsible to maintain homeowner planted landscape that varies from the original subdivision-planting standard. Owners that deviate will perform their own maintenance, contract and pay separately, pay an added assessment for association contractor maintenance, or remove at their expense. The Board shall prepare a decision

resolution and file in the historical records all approved Board decisions regarding landscape standards.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair, and replacement of General and Exclusive Common Area shall be a Common Expense to be allocated equally among all Lots as part of the Assessment.

The Association is responsible to provide snow removal for common areas, which includes all sidewalks and designated common areas, included but not limited to, the United States centralized mailboxes, and as limited by Section 2 below.

The Association may maintain property, which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community Wide Standard.

The Association Directors are authorized to formally request any homeowner to complete maintenance or upon proper notification contract for maintenance and assess homeowner or place lien on property. Formal notification shall be accomplished in writing and signed by the board. Homeowner will be given 30 days to provide plan on repair but in no case shall the repair take more than 6 months from notification. The homeowner can request waiver of timeframe in writing to the Board citing reasons such awaiting insurance adjustment process and payment receipt.

Section 2. Owner's Responsibility. Each Owner shall maintain his/her Lot and all structures, parking areas, and other improvements comprising the Lot in a manner consistent with the Community Wide Standard and all applicable covenants and bylaws. Each Lot Owner or Owners shall provide exterior maintenance upon each Lot, including paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, private patio/walkways/driveways, including snow removal, and other exterior improvements. Such exterior maintenance shall include glass surfaces.

Each Owner is responsible for snow clearing, which shall mean private walkways/patio/pads and driveway. Snow removal shall not be blown into the street or public sidewalks in accordance with Ogden City snow removal ordinances.

ARTICLE V

Insurance and Casualty Loss

Section 1. Insurance. The Association Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements to the Common Areas. This

does not include individual residences on any Lot. If blanket all-risk coverage is not reasonably available, then a minimum insurance policy providing fire and extended coverage shall be obtained. The insurance coverage shall cover the cost of any repair or reconstruction in the event of damage to destruction from any insured hazard. All such policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association.

The Board shall also obtain a public liability policy covering all common areas, the Association, and its Member for all damage or injury caused by the negligence of the Association or its Members or agents arising out of the operation of the development. The public liability policy shall have at least three - million (\$3,000,000) dollar single person limit per occurrence, six- million (\$6,000,000) annual aggregate, if reasonably available, and an appropriate full replacement cost coverage for any association property.

Premiums for all insurance on the Common Areas shall be a Common Expense of the Association and shall be included in the Assessment, as defined in Article I. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost. The deductible shall be a separate line item included in the reserve fund.

All insurance coverage obtained by the Board shall be written in the name of the Association. The provisions hereinafter set forth shall govern such insurance:

- (a) All policies shall be written with a company licensed to do business in Utah
- (b) All policies on the Common Areas shall be for the benefit of the Association and its Members.
- (c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Board.
- (d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, or occupants.
- (e) All casualty insurance policies shall provide an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Ogden City, State of Utah, area.
- (f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

1. A waiver of subrogation by the insurer as to any claims against the Association Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;
2. A waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
3. A statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any Board Member, or employee of the Association or its duly authorized manager without prior demand in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, or any Owner, or any Mortgagee.
4. That any other insurance clause in any policy exclude individual Owners' policies from consideration; and
5. That the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; Association Board member liability coverage, if reasonably available, a fidelity bond or bonds on Board Members, officers, or managers, or employees, if any, or other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Board's best business judgment but, if reasonably available may not be less than one third (1/3) of the annual assessment on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. Each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed that provides for 100% complete repair or replacement cost, which includes common area landscape replacement consistent with the standard landscape design. The Association is under no obligation to carry such insurance hereunder. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his/her Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction design and foundation footprint dimensions or such other plans and specifications as are approved by the Board of Directors. The Owner shall pay any costs of repair or reconstruction, which is not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case, the Owner shall clear the

Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community Wide Standard. The Owner shall pay any costs associated with Lot clearing and maintenance.

Section 3. Damage and Destruction. (a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. In no case, shall the Property exceed the original final Ogden City approved construction foundation footprint

(a) Any damage or destruction to the Common Areas or the common property shall be repaired or reconstructed unless the Association Members representing at least sixty-seven (67%) percent of the total vote of the Association Lot Owners, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days.

(b) In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas or the common property shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association, in a neat and attractive condition consistent with the Community Wide Standard.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying all costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvement account or the reserve fund. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners as their interest may appear, shall be retained in a capital improvements account or reserve account

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Areas or the common property for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the costs thereof, the Board shall, based on a majority vote of the Owners approving the expense, levy a Special Assessment against all Owners on the same basis as provided for Assessments or authorize the use of reserve funds as an option.

ARTICLE VI

No Partition

Except as is permitted in these Declarations or amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of these Declarations and properly recorded in Weber County, State of Utah.

ARTICLE VII

Condemnation

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of the Members representing at least sixty-seven (67%) of the total Association vote, by any authority having the power of condemnation or eminent domain, each Owner is entitled to notice thereof. The award made for such taking shall be payable to the Association for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, then Members representing at least sixty-seven (67%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions of Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are no funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall recommend and the Owners approve based on majority vote.

ARTICLE VIII

Rights and Obligations of the Association

Section 1. Common Areas. The Association subject to the rights of the Owners set forth in this Declaration and Bylaws, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests with the Property conveyed by original developer.

Section 3. Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations, as approved by a majority of the Association Members during an annual, regular or special meeting, governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by these Declarations. The decisions shall be documented by a Board resolution and filed in the Secretary minute book. Sanctions, for violations of these rules and regulations, may include monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Common Areas. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce city ordinances or permit Ogden City to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by these Declarations, the Bylaws, or Utah law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Governmental Interests. The Association shall permit the Parcel Developer reasonable authority to designate sites within the Properties for fire, police, water, and sewer facilities.

ARTICLE IX

Assessments

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be two (2) types of assessments (a) Assessment, as described as an annual assessment, to fund Common Expenses for the benefit of all Members of the Association, and (b) Special Assessments as described in Section 3 of this Article.

Assessments shall be levied equally on all Lots, except as provided in Section 4 below. Parcel Developers shall pay one hundred (100%) percent of the Assessments levied upon the Lots based on the Plat described in Exhibit A. Such amount is to be adjusted at least semi-annually to reflect certificates of occupancy issued, except as provided in Section 4 below. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments (annual or special), together with interest at a rate not to exceed the highest rate allowed by Utah law as computed from the date delinquency first occurs, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and his/her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee, nominee or the other Mortgagee shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by a Board Member or management agent of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed fifty (\$50.00) dollars for the issuance of such certificate.

Assessments shall be paid in such manner and such dates as may be fixed by the Board, and may include, without limitation, acceleration of the annual Assessment for delinquents. Unless the Board otherwise provides, the Assessment shall be paid in full on 1 Apr or in semi-annual payments due 1 Apr and 1 Jul of any given year.

No Owner may waive or otherwise exempt him/herself from liability for the assessments provided for herein, including by way of illustration, by non-use of

Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Board to take some action or perform some function required to be taken or performed by the Association or Board under these Declarations or the Bylaws, or for inconvenience or discomfort arising from the making or repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive any municipal or other governmental authority.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution established as a reserve fund in accordance with a capital budget separately prepared as required by Utah Code 57-8a.

The Assessment to be levied for the coming year against each Lot subject to assessment under Section 7 below shall be computed by dividing the budgeted Common Expenses by the total number of Lots shown on the Plat as described in Exhibit A, and property as, from time to time, may be subjected to this Declaration. The Board shall cause a copy of the Common Expense budget and notice of the amount of Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Members by the vote of Members or their alternates (proxy) representing a majority of the total vote in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any fiscal year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Special Assessments. In addition to the Assessments authorized in Section 1 of this article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Members representing a majority or at least fifty-one (51%) of the total vote of the Association. The obligation to pay Special Assessments shall be computed on the same basis as the annual Assessments. Special Assessments shall be payable in such manner and at such time as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board and Owners so determine.

The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his/her Lot into compliance with the provisions of these Declarations, any amendments thereto, the Bylaws, Association rules and regulations which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 5. Lien for Assessments. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except (1) all taxes, bonds, assessments, and other levies which the law would be superior thereto; and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure, the following restrictions apply: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged. Suit to recover a money judgment for unpaid Common and Special Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Capital (Reserve Fund) Budget and Contribution. The Board shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the estimated repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and assessment, as provided in Section 2 of this Article. The capital (reserve) fund shall be estimated in accordance with the current Utah Code 57 - 8a or latest legislation. The board may establish a special committee to establish a recommended capital (reserve) fund to be voted on during the annual meeting. The Owner's can elect to vote on each line item of the capital budget in case of disagreement. The reserve fund should list each reserve fund item (for example, perimeter fence, major landscape replacement, walk or trail repair, detention pond renovation, or other major investment type repair cost), average estimated life, estimated replacement cost, average remaining life, estimated fund balance. The reserve fund shall have a separate line item to cover all insurance deductible amounts.

Section 7. Date of Commencement of Assessments. The Assessment provided for herein shall commence as to each Lot on the first month following: (1) the date of occupancy as conveyed by the Parcel Developer; or (2) the effective date of the budget, whichever is later. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot. The calculation shall be based on 1/12 increment for each month remaining in the year.

Section 8. Subordination of the Lien to Institutional First Mortgages. The lien of all Assessments including interest, late charges (subject to limitations of Utah law), and costs (including attorney's fees) provide for herein, shall be subordinate to the lien of any institutional first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, sale or transfer of any Lot pursuant to a deed in lieu of foreclosure shall extinguish the lien of such assessments as to payments, which became due prior to such sale of transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding an institutional first Mortgage of record or other purchaser of a lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot (s) by acquirer. Such unpaid share of the Common Expenses or assessments shall be deemed to be Common Expenses collectable from the Owner of all the Lots, including such acquirer, its successors and assigns.

Section 9. Capitalization of Association. Upon acquisition of recorded title to a Lot by the first purchaser thereof other than the Owner who purchases solely for the purpose of constructing a dwelling thereon for resale, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6th) of the amount of the annual Assessment per Lot for that year as determined by the Board. This amount shall be deposited into the purchase and sale escrow and disbursed there from to the Association for in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of annual and Special Assessments:

- (a) all Common Areas, and
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

ARTICLE X

Architectural Standards

The Association Board shall have the authority and standing, on behalf of the Association Members, to enforce in courts the competent jurisdiction decisions of the Board and such established committees, as the Association determines relative to the architectural standards based on a licensed architect design plans approved by Ogden City.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article until the requirements of each have been fully met, and until the approval of the appropriate entities has been obtained.

No improvement, excavation or work, which in any way alters the structures from the existing state, is authorized once development construction is completed with all appropriate Ogden City final approvals. The Association shall maintain or provide for the maintenance in good order and repair, construct, replace, refinish, or improve within the exclusive common area.

The Board of Directors shall maintain architectural control of the subdivision elevation based on the completed development as approved and inspected by Ogden City. The directors may approve elevation control changes within the Common Areas if any elevation changes are required to resolve drainage, landscape terrain slippage or other topographical issue.

The Board may elect to establish a committee to oversee construction and modifications to the existing Lots. The committee shall be established with an appropriate resolution stating duties, term of service, and any other requirement to complete task.

Section 1. Residential community wide standard architecture. The community wide standard specifics are contained in the Ogden City Use Permit #99-16, original master Conditions, Covenants and Restrictions and the Ogden City Planning Commission approvals for The Hamptons and P.R.U.D. sub-divisions. A detailed site plan showing the precise location of all buildings and structures including the exclusive common area is on file with Weber County and Ogden City. Each residential home was approved by Ogden City engineering on the final architectural plans providing all appropriate footprints (includes private entrances such as walkways, patios, and driveway) and all required setback dimensions. The plans provide the community wide standard, which can be described as primarily all brick with minimal enhancements of rock or stucco, two or three car garages, patios

within the roof lines. No changes are authorized to the residence outside of the final approved plans by Ogden City.

Section 2. Landscape community wide standard: The landscape community wide standard is a combination of The Hamptons, a PRUD landscape plan reference DTC project plan 98-388-000 and plantings as they have actually been installed by the developer. Actual installation by the developer will be the primary guide for the board and landscape committee and will serve as the baseline landscape plan for the subdivision to be used by the board and landscape committee in addressing landscape issues. The Association shall not be responsible for correcting any failures by the developer to comply with any city-approved plan.

- a. Maintaining the baseline plan. The association will be responsible to maintain as close as reasonably possible, the baseline landscape plan. If, in the discretion of the board, items on the baseline landscape plan need replacement, removal or transplant then the board may on its own initiative or at an owner's request replace, remove or transplant that item. Trees that need replacement may be replaced by the board with a tree of a different species or size. If items are replaced, removed or transplanted under this paragraph (a) then the association will bear the necessary cost of replacing, removing or transplanting said item. The board should act with reasonable diligence to perform its obligations under this paragraph.
- b. Deviations or changes to the baseline plan. The board or landscape committee must approve any other additions or changes to, or removals from the baseline landscape plan. Any Owner desiring such addition, change or removal shall submit a written request (letter or email) including lot location and other installation details with the desired changes to the Board or landscape committee for approval. If requested by the Board or landscape committee the owner will submit drawings and any other information reasonably requested by the board or landscape committee. The board will have 10 days to approve or deny the owner's request and to so notify the owner. The owner making any request under this paragraph (b) shall be responsible for the cost of planting and maintaining any items approved by the board. Approvals shall not be unreasonably withheld by the board or landscape committee.
- c. Owners may plant annuals without board approval, but at their own cost to include initial planting, maintenance and end of season removal.
- d. The board or landscape committee's decision under paragraphs (a) and (b) above may not be appealed.
- e. The association shall not be responsible for the replacement or repair of any landscape items that fall within the contracted warranty obligation of the developer

ARTICLE XI

Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes.

The Association, acting through its Board of Directors shall have authority to make and to enforce standards and restrictions governing the use of the Properties in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Members representing a majority of the total Lots.

Section 1. Signs. No sign of any kind shall be erected within the Properties without the written consent of the Board. The only exception is home security signage. The Board shall have the right to recommend erection of signs to the Owners. Such signage must be approved by majority vote of the Owners. Notwithstanding the above, no signs, flags, banners, or similar items advertising or providing directional information with respect to activities being conducted outside the Properties shall be permitted within the Properties.

Section 2. Parking and Garages. Vehicles shall be parked only in the garages, parking tracts, or in private driveways, if any, serving the Lots or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board may adopt. Commercial vehicles, tractors, business trailers, mobile homes, trailers (either with or without wheels), campers, camper trailers, boat trailers, all terrain vehicle trailers, recreational trailers shall be parked in authorized areas and subject to Ogden City ordinances restricting parking within 30 feet of the intersection or overnight parking exceeding 24 hours. The storage of boats and recreational vehicles is prohibited upon the Properties.

Section 3. Occupants Bound. All provisions of these Declarations, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any Lot. Every Owner shall cause the occupants of his/her Lot to comply with the Declarations, Bylaws, rules, and regulations as adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No exotic animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Lot. No pets are permitted to roam free, those which, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of the other Lots or the Owner of any portion of the Properties shall be removed upon request of the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall, at all times whenever they are outside a Lot, be confined on a leash held by a responsible person or in an electronic fenced area. The owner or responsible Owner of the Lot shall immediately collect all pet waste and ensure proper disposal at a proper garbage receptacle on their Lot.

Section 5. Nuisance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in the unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property. No obnoxious or offensive activity shall be carried on upon any portion of the Properties nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any portion of the Properties. There shall not be maintain any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as to diminish or destroy the enjoyment of the Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles, and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Roof and Housing Structure Mounted Installations. The board is responsible for the standards relating to satellite dishes, antennae, solar panels, sunshades or other devices installed on the roof, houses, decks, or patios. All mounted devices shall conform to the color scheme of the roof or predominate house color for respective installations. Satellite dishes and antennae should not exceed three (3) ft in circumference and no more than two (2) may be installed on any given Lot house. Request for waiver for any roof or housing mounted device must be submitted to the Board for approval in writing. The Board has ten (10) days to decide and notify homeowner. If the homeowner installs un-approved devices, they are responsible for removal, board legal fees, or other associated costs. The board is authorized to contract for removal after proper notification to the

homeowner and minimum of thirty (30) day response time with all associated costs paid for by the Owner.

Solar panels are authorized to be installed contingent upon Board approval of the final design. The solar panel design shall be submitted to the Board for review to ensure a common design standard throughout the neighborhood and Board approval shall not be unreasonably withheld. The application for solar panels should include the drawings and/or photos showing proposed location on the roof, installation details that include size, materials, color and manufacturing information.

The Board will evaluate the design based on the following guidelines:

- (a) Panels shall be all black or of a color consistent with the roof shingle color.
- (b) Visible non-absorbing components should conform to the roof shingle color or be installed under the absorbing components to the maximum extent possible.
- (c) Panels should be mounted as close to flat on the roof as possible with minimal space between panels
- (d) No part of the installation should be visible above the peak of the roof on which it is mounted
- (e) All attaching components consisting of wiring, roof mounts or other installation components must be hidden or minimally visible
- (f) Panels shall not be installed on external poles or other devices to mount panels
- (g) Panels shall not be installed on any common area to facilitate a specific Lot.

The Board has ten (10) days to decide and notify homeowner. If homeowner installs un-approved devices, they are responsible for removal, board legal fees, or other associated costs. The Board is authorized to contract for removal after proper notification to the homeowner and minimum of thirty (30) day response time with all associated costs paid for by the homeowner. Once Board approval is obtained for the design, the Owner or installation contractor shall obtain an Ogden City permit.

Section 8. Basketball Equipment, Clotheslines, Tanks, etc. Basketball hoops and backboards, clotheslines, aboveground tanks, and other similar items shall be prohibited. All rubbish, trash, and garbage cans shall be regularly removed from the Properties and shall not be allowed to accumulate thereon. Garbage can shall be placed by the curb or on the painted lines within the cul-de-sac the evening prior or the morning of schedule pickup and returned to the Property upon completion of garbage collection.

Section 9. Subdivision of Lot and Time Sharing. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations. No Lot shall be made subject to any type of timeshare or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period or months or years.

Section 10. Guns. The discharge of firearms within the Properties is prohibited. The term "firearms" includes B-B or pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above or in ground pools shall be erected, constructed or installed neither on any Lot nor on any Common Area.

Section 12. Irrigation. All sprinkler and irrigation systems shall be subject to approval by the Board. Private irrigation wells are prohibited on the Properties. Wells and tap-ins to the water system are prohibited without the written permission of Ogden City and/or the Association. The Board is authorized to add, reroute, modify or reduce sprinkler lines to assure proper irrigation of all Common Areas.

Section 13. Trailers and Temporary Structures. No utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon the Lot or any part of the Properties.

Section 14. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Parcel Developer and a Board approved contractor may obstruct or re-channel the drainage flows after location and installation of the drainage swales, storm sewers, or storm drains. Septic tanks are prohibited on the Properties.

Section 15. Tree Removal. No trees shall be removed by the Owners. All diseased or dead trees, or trees infringing upon the Lot's home structure, which could damage the roof, gutters, ground utility laterals, electrical, sprinkler systems, or other structure, or tree to be removed to promote the growth of other trees or landscape, or for safety reasons shall be reported to the Board of Directors for appropriate action. All tree planting and/or replacement shall meet or exceed minimum standards presently provided for in the Ogden City ordinances or the Community Wide Standard and accomplished by the Board of Director approved landscape contractor. If an Owner or Owners desire to plant additional trees, they shall notify the Board to obtain approval prior to installation.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across and around the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sighting problem.

Section 17. Utility Lines. No overhead utility including lines for cable television, shall be permitted on the Properties, except for temporary lines as required for construction, emergency services, and high voltage lines if required by law for safety purposes.

Section 18. Air Conditioning. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Lot nor will roof mounted swamp coolers be permitted.

Section 19. Lighting. Use of temporary decorative lighting for holidays (for example, Halloween and Christmas) is authorized within 30 days of the holiday and must be removed within two (2) weeks after the holiday. The actual installation of decorative lighting will conform as close as possible to the timeframes listed above but in no case will decorative lighting remain installed all year.

Section 20. Artificial and Natural Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. No natural vegetation shall be removed, except for diseased or dead natural vegetation, unless approved by the Board. The Board must approve exterior sculptures, fountains, flags, and similar items.

Section 21. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person or any claim, or injury occurring thereon or related to the use thereof. No playground equipment may be installed on any common area by a Lot Owner.

Section 22. Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Lot.

Section 23. Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities with the Lot so long as: (a) the existence of operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents of the Properties, as may be determined at the sole discretion of the Board and/or Association Members.

The term "business" or "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, and occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by a Parcel Developer with respect to a Lot's development and sale of Properties or its use of any Lot, which it owns within the Properties.

Section 24. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes or operation of snow blowers, trimmers, blowers, or other normal residential gas powered devices.

Section 25. Cable Television Service. No cable service is currently installed or planned for installation for any Lot within the Properties. If cable service is provided at a later date, the service fees shall be at the Owner's expense.

Section 26. Rentals and Leases. The primary purpose of the subdivision is for Owner's personal residence. There shall be no Lots utilized for rental or leases. Request for waiver on rental restrictions must be submitted to the Board for approval in writing. The Board shall call a special meeting of the Owners to vote on the waiver within thirty (30) days. A majority vote of the Owners to approve the waiver is required to allow rentals or leases. A lot Owner who has a rental in the association prior to recording this amendment is authorized until:

- The Owner occupies or sells the residence

The Board of Directors shall prepare a resolution of rental or leasing authority upon Owner approval. Future rental or lease decisions shall be based on the latest legislation of Utah Title 57, Chapter 8a, Section 209.

ARTICLE XII

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or Owner of the Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for the term of thirty (30) years from the initial date of recorded these Declarations,

after which time they shall be automatically extended for successive periods of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment. The Association Members may amend these Declarations so long as the amendment has no material adverse effect upon any right of any Owner. No amendment required by any state agency will be deemed material. Thereafter and otherwise, these Declarations may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven (67%) percent of the total votes of the Association Member of record. However, the votes required to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Weber County, Utah. The Board is authorized to develop decision resolutions that clarify provisions in amendments as needed based on requests from the Owners. No amendment may impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

If an Owner consents to any amendment to these Declarations or the Bylaws, it will be conclusively presented that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

This Planned Residential Unit Development has been granted a Conditional Use Permit by Ogden City based upon its compliance with Ogden City Zoning ordinance. Amendments to these Declarations, the Plat or substantive changes to the site may require an amendment to the Conditional Use Permit and failure to seek such amendment may result in an ordinance violation or a revocation of the Conditional Use Permit. As example, and not as limitation, changes to the approved site plan, the approved landscaping plans, and the approved grading and drainage plans will require approval of Ogden City.

Section 3. Indemnification. The Association shall indemnify every Director, officer, and committee members against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such Director, officer, or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board to which he or she may be a party by reason of being or having been a Director, officer or committee member. The Directors, officers, or committee members shall not be liable for any mistake in judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Directors, officers or committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Directors, officers, or committee member may also be Members of the Association), and the Association shall indemnify and

forever hold each such Director, officer and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director, officer or committee member or former Director officer or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and Director, officer, and committee member liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easement of Encroachment. There shall be reciprocal appurtenance easements of encroachment as between each Lot and such portion or portions of the Common Areas adjacent thereto or as between adjacent Lots, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of the Owner, tenant, or the Association.

Section 5. Easements for Utilities, etc. There is hereby reserved unto the Parcel Developer, so long as Developer owns any property described on Exhibit A, the Association, and the designees of each (which may include, without limitation, Ogden City and any utility), blanket easements upon, across, ingress, egress, installation, replacing, repairing, and maintaining cable television system (if any is installed), master television antenna systems, security, and similar systems, roads, private or public walkways, bicycle paths, wetlands, drainage systems, street lights, signage, solar equipment installations, and all utilities, including, but not limited to water, sewers, meter boxes, telephones, gas, and electricity.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Lots for ingress and egress, installation, reading, placing, repairing, and maintaining water meter boxes. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines or other utilities may be installed or relocated in the Properties, except as may be approved the Association Board as provided by the Parcel Developer.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in the Article shall in no way adversely any other recorded easement on the Properties.

The Board shall have, by a majority vote of the Association Members, the power to dedicate portions of the Common Areas to Ogden City, State of Utah or to any other local, state, or federal governmental entity, subject to such approval by the Members.

Section 6. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 7. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety, which right may be exercised by the Associations Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The right of entry shall include the right of the Association to enter a Lot to cure any condition, which may increase the possibility of a fire or other hazard in the event an Owner, fails or refuses to cure the condition upon request by the Board.

Section 8. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty - seven (67%) percent of the Member. In the case of such a vote, and notwithstanding anything contained in this Declaration or Bylaws to the contrary, a Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of sixty - seven (67%) percent of all Members. This Section shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article X hereof; (c) proceedings involving challenges to valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 10. Use of the Words "The Hampton on the Green or The Hampton on the Green Neighborhood Association. No Person shall use the words, "The Hampton on the Green or The Hampton on the Green Neighborhood Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Board. Owners may use the terms "The Hampton on the Green or The Hampton on the Green Neighborhood Association" in printed or promotional matter where such term is used solely to specify that particular property is located within The Hampton on the Greens.

Section 11. Security. The Association will strive to maintain the Properties as a safe, secure, residential environment. However, neither the Association nor the Parcel Developer shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken, all Owners, tenants, guests, and invitees of any Owner, as applicable, acknowledge that the Association and the Parcel Developer and such established committees are not insurers and that each Owner, tenant, guest, and invitee assumes all risk of loss or damage to Persons, Lots and to the contents of Lots and further acknowledge that the Association and the Parcel Developer has made no representations or warranties nor has any Owner, tenant, guest, or invitee relied upon any representations or warranties, expressed or Implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

ARTICLE XIII

Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Properties. The provisions of this Article apply to both these Declarations and Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declarations or Bylaws of the Association which is not cured within sixty (60) days;
- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal

Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing: unless at least two-thirds (2/3rds) of the first Mortgagees or Member representing at least two-thirds (2/3rds) of the total Association vote entitled to be cast thereon consent, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Areas which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this subsection);
- (b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any Declaration subsequently recorded;
- (c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Areas (the issuance and amendment of architectural standards, procedures, rules, and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);
- (d) fail to maintain insurance, as required by the Declaration; or
- (e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 4. Notice to the Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements, which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, Bylaws, or Utah corporate law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Associations request.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 16 day of Nov, 2015.

Declarant:

The Hampton on the Green Neighborhood Association,
Inc

By: *Carl Mattsson*
Carl Mattsson, MD, President

By: *Linda Panunzio*
Linda Panunzio, Secretary

State of Utah

County of Weber

On the 16 day of November, 2015, personally appeared before me Carl Mattsson, MD and Linda Panunzio, each being by me duly sworn did say that he, the said Carl Mattsson, MD is President and she, the said Linda Panunzio is Secretary of the Hampton on the Green Neighborhood Association, Inc, a Utah non-profit corporation and that within and foregoing instrument was signed on behalf of said corporation by authority of its Members, and Carl Mattsson, MD and Linda Panunzio duly acknowledged to me that the corporation executed the same.

Kaylene Williams
Notary Public

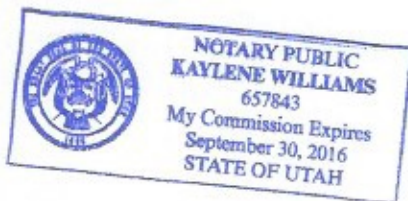


Exhibit A

Plats for Hampton on the Green Neighborhood Association

This amendment encompasses all of the property identified in The Hamptons PRUD Phases 3, 4, 5, and 6 as Recorded on 14 Oct 2015. This entails all of the property surrounding the residential lot pads commonly called the exclusive common area and the Lots as indicated on the plat.

This area is designated as The Hampton on the Green Neighborhood considered a separate and distinct neighborhood as described within the amended Hamptons Master Declaration of Covenant, Conditions and Restrictions, recorded 4 Jun 2015, E# 2739052, Pg. 1-16.

Referenced The Hamptons PRUD plats included are as follows:

PRUD Phase: Plat Designation; Dedication Plat Designation

The Hamptons PRUD Ph 3: Plat 06-284; Dedication Plat: E#1869556, Bk 56, Pg 30

The Hamptons PRUD Ph 4: Plat 06-294; Dedication Plat: E#2051310, Bk 60, Pg 27

The Hamptons PRUD Ph 5: Plat 06-303; Dedication Plat: E#2202447, Bk 64, Pg 51

The Hamptons PRUD Ph 6: Plat 06-317; Dedication Plat: E#2185751, Bk 71, Pg 45

PART OF THE SW.1/4, OF SECTION 14, T.5N., R.1W., S.L.B. & M.
THE HAMPTONS PHASE 3 PRUD

IN OGDEN CITY
SCALE 1" = 40'

TAXING UNIT: 25



SEE PAGE 234

SEE PAGE 272

SEE PAGE 121-2

SEE PAGE 121-2

BY UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE SHOWN.

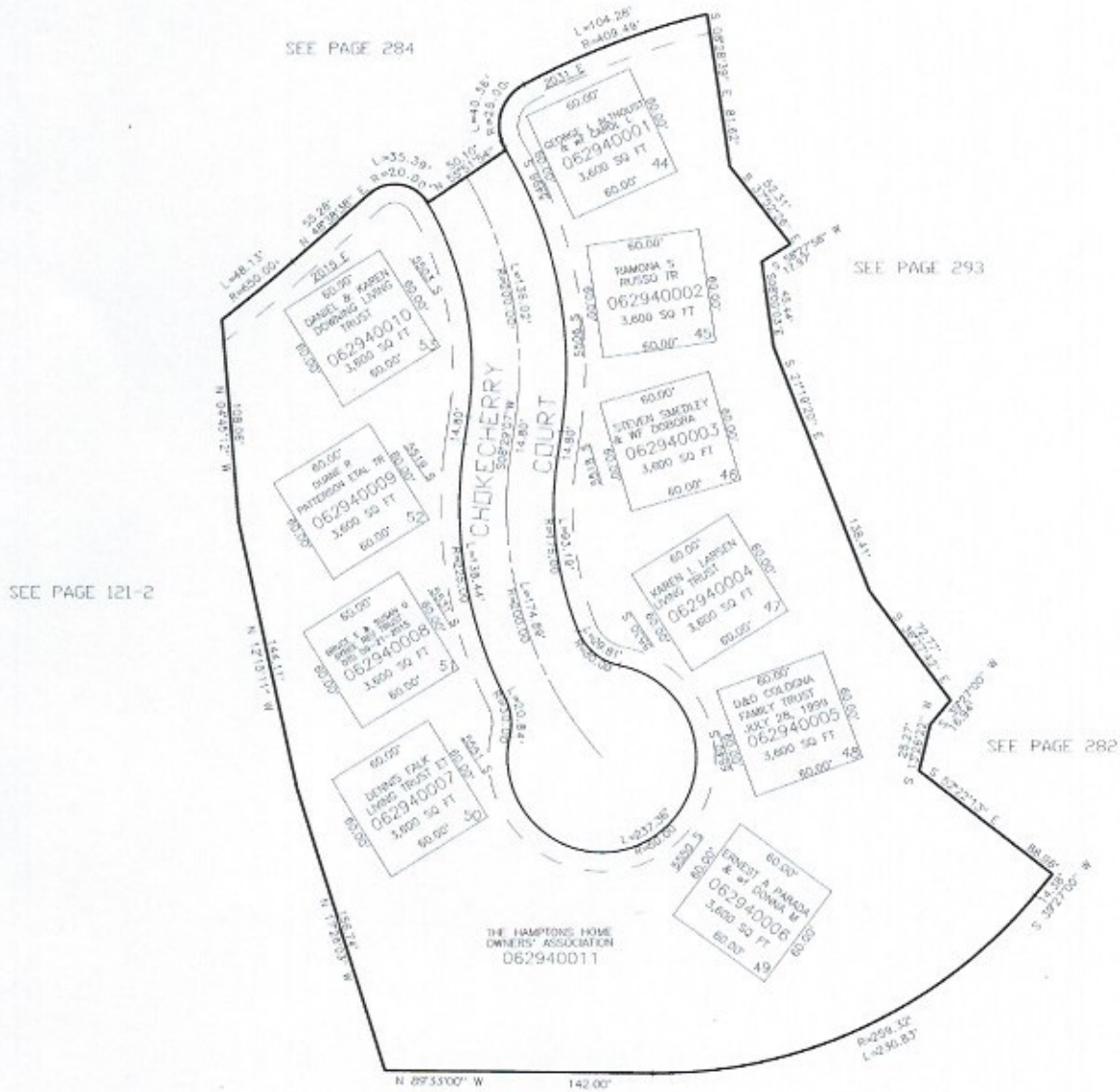
FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 56, PAGE 30 OF RECORDS.

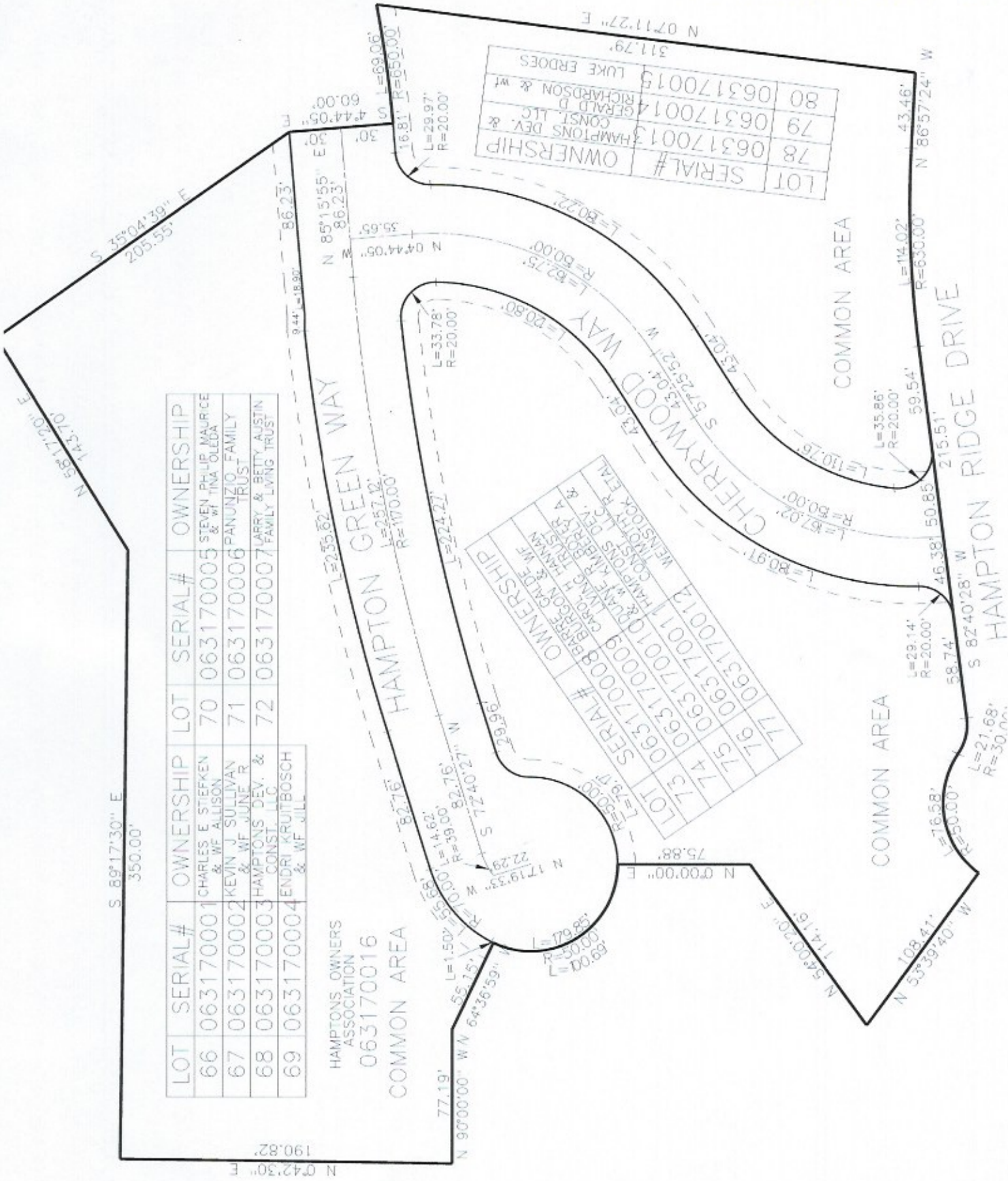
PART OF THE S.W.1/4, OF SECTION 14, T.5N., R.1W., S.L.B. & M.
THE HAMPTONS PHASE 4 PRUD

294

TAXING UNIT: 25

IN OGDEN CITY
SCALE 1" = 50'





LOT	SERIAL#	OWNERSHIP	LOT	SERIAL#	OWNERSHIP
66	063170001	CHARLES E. STEFKEN & WF ALISON	70	063170005	STEVEN PHILIP MAURICE & WF TINA OLDOA
67	063170002	KEVIN J. SULLIVAN & WF JUNE R.	71	063170006	PANUNZIO FAMILY TRUST
68	063170003	HAMPTONS DEV. & CONST. LLC	72	063170007	LARRY & BETTY AUSTIN FAMILY LIVING TRUST
69	063170004	ENDRI KRUITBOSCH & WF JILL			

HAMPTONS OWNERS ASSOCIATION
063170016
COMMON AREA