

Amended Protective Covenants

UPPER WHITTEMORE PROPERTY OWNERS ASSOCIATION

I. Preamble

A. The Property subject to this Declaration is the Upper Whittemore Mountain Home Development in Utah County, State of Utah. “**Exhibit A**” of this Declaration further defines the property subject to this Declaration. All Lots therein are part of the Upper Whittemore Property Owners Association (“**Association**”) and each Owner of a Lot is a member thereof.

B. The Association desires to continue to provide for the preservation and enhancement of the property values and improvements of the Property and for maintenance of the Common Area.

C. These Amended Protective Covenants for Upper Whittemore Property Owners Association (“**Protective Covenants**” or “**Declaration**”) supersedes and replaces all prior declarations, and amendments or supplements thereto, recorded against the subdivision, specifically the Upper Whittemore Property Owners Association Protective Covenants recorded February 20, 1979 as Entry No. 6594 in the records of the Utah County Recorder, State of Utah (the “**Original Protective Covenants**”);

D. Pursuant to Article IV of the Original Protective Covenants, at least fifty-one percent (51%) of the voting interests of the Association have voted affirmatively to adopt these Protective Covenants.

NOW, THEREFORE, the Association, under its Board of Trustees (“**Board**”) declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions restrictions, easements, charges and liens hereinafter set forth:

II. Property Subject to these Covenants

The real property and interests described in the plat or plats on file at the Utah County Recorder’s Office, state of Utah, under the name of Upper Whittemore Mountain Home Development, and further described in Exhibit A attached hereto are subject to Utah’s Community Association Act, U.C.A. §§57-8a-101 et seq. (the “**Act**”); this Declaration, the Bylaws, the Articles of Incorporation, and any rules and regulations (aka “**Resolutions**”) adopted by the Board (“**Governing Documents**”).

The recorded plats show the lots and their estimated locations and dimensions. The lots which are, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and/or charges with respect to the various portions set forth in the various clauses and subdivisions of these Protective

Covenants are located within the real boundaries of the real property in the County of Utah, State of Utah.

Except as otherwise expressly provided in the Association's Governing Documents, the owner(s) of a lot shall be entitled to the exclusive use and benefits of ownership of such lot. Each lot, however, shall be bound by, and the owner shall comply with, the restrictions contained below and all other provisions of the Governing Documents of the Association for the mutual benefit of the owners.

III. General Purposes and Conditions

A. Run with the Land. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

B. Violations and Enforcement. Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board, on behalf of the Association, the right, but not the obligation, in addition to any other rights set forth in the Governing Documents, or under law, to do any or all of the following after giving reasonable notice to the owner:

1. Subject to the provisions of this Declaration, to enter the lot as to which a violation exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Trustees shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

2. To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

3. After first giving notice and chance to cure, to levy fines for a violation of any specific and express rule, regulation, covenant, restriction, or term of any Governing Documents of the Association. All fines shall be subject to the processes and procedures set forth in the Act and the policies of the Association. A schedule of fines shall be adopted by the Board in advance to a fine being levied.

4. To suspend the right to receive access or use any services or facilities, including water, provided by or through the Association until the violation is corrected;

5. To suspend the voting rights of an owner until the violation is resolved;

6. To bring suit or action against an owner, in law or equity, on behalf of the Association and other owners to enforce the Governing Documents. The Association shall be

entitled to an award of its attorneys' fees and costs in any action taken for the purpose of enforcing or otherwise implementing the terms of the Governing Documents, or for any action taken pursuant to the Governing Documents, if it prevails in such action, regardless of who instituted the action.

C. Invalidation of any part of the Covenants. Invalidation of any one or more of the Covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions herein which shall remain in full force and in full affect.

D. Membership in the Association. The owner of each lot to which these Covenants apply shall and must be a Member of the Upper Whittemore Property Owners Association. Members must also comply with any Governing Documents of the Upper Whittemore Water Company ("**Water Company**") and be in good standing with the Water Company in order to participate in the governance of the Water Company in accordance with its Articles of Incorporation and Bylaws.

E. Good Standing. Owners must be in good standing with the Association in order to vote in its decisions and to serve on the governing Boards. "Good standing," as the term may be used throughout this Declaration, includes, but it is not limited to, the Owner of a Lot being current on all assessments, invoices, fees, charges, and not in violation of any of the Governing Documents of the Association if notice of a violation and demand to cure has been provided.

F. Easements and Common Areas. It is understood and agreed that all easements shown on the recorded plats of Upper Whittemore Mountain Home Development will constitute common areas upon which no building may take place without the written approval of the Association's Board. Common areas will be open for the temporary and transient use of all members of the Association in good standing and their guests.

Additionally, the Association and any public utility provider shall have an easement through all lots and the common areas for the installation, maintenance and development of utilities, water and drainage facilities, as may be necessary. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each lot and all improvements therein shall be maintained continuously by the owner of the lot in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each lot owner shall have an easement in common with all owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other lots and serving his or her lot.

No owner or their family, tenants, guests or invitees shall trespass upon other lots within the Association.

G. Subdivisions of Lots. Lots may be subdivided if specifically approved in writing by the Association's Board and the Utah County Planning Commission. Land may not be subdivided into estates smaller than an average of one residential dwelling and one detached auxiliary building per parcel as defined on the recorded county plats. Any related costs and contingencies required are the obligation of the requesting owner. Access to the main water line may be made available to each new lot, any extension being at the expense of the subdividing owner as well.

H. Culinary Water System. Upper Whittemore Canyon Water Company, owner of an underground water system, provides access to water service to all lots as requested by the lot owners. Water within the Upper Whittemore community is a scarce resource. Water distribution is limited and may be further regulated by the Water Company or Board. Therefore, water meters on lots are required. All water connections must be approved in writing by the Board of Trustees of the Water Company or their representatives and meet their specifications. All new connections will be subject to a connection fee set by the Board of the Water Company which will include, but not be limited to, any back assessments (including fees and interest) of said owner or previous owners and all costs associated with that connection, including extensions of lines.

The water system shall be maintained in accordance with Utah County regulations, or other appropriate governing entity that exercises its jurisdiction over the Water Company. Water service will be provided under the following conditions:

1. Owner of a lot must be a member in good standing, as herein defined.
2. As of the date of the recording of this Declaration, water meters on lots shall be required. The Board may establish further rules governing the installation of water meters. Additionally, each water user must have a locking valve installed at each connection. Water meter installation and connection fees are the responsibility of the individual lot owner. Failure to comply with this requirement shall be a violation of this Declaration.

I. Fire Protection. A water main will service all fire hydrants which are placed at regular intervals in accordance with Utah County codes. At the time of securing a building permit, should the building site be at a distance in excess of that permitted by the county regulations, the individual owner must extend water lines and fire hydrants as required by the County Fire Marshal, at the expense of the lot owner.

J. Drainage System. A series of naturally existing drainage ditches and washes has been found in the area in which Upper Whittemore is located. This drainage system must be properly maintained by lot owner in the event of a cloud burst or of a fast thaw in which large amounts of water must be properly conducted to the North Fork of Hobble Creek. In some places it may be deemed necessary or advisable by the Association to have lot owner deepen or alter the course of these ditches and washes to better protect the lots and improve the drainage.

K. Duties and Responsibilities of Members / Use Restrictions.

1. No Member or Members of the Association can commit the Association or Water Company to any obligation, action or expenditure except through the Board of Trustees as provided in the Governing Documents.

2. Only Association Members and their families will have passcodes or pass cards to Association properties. From time to time the gate code may be changed by the Board. No copies of an owner's passcodes or fobs, cards, or opening devices, will be given to, or shared in any way with non-Association members or posted on the gate or sign posts. Association Members in violation of this provision are subject to fines and are responsible for all damages and expenses incurred through the loaning of passcodes fobs, cards, or opening devices to non-Association Members. Additional policies of the Board may be adopted further governing or clarifying the use of gate access.

3. No one will be allowed to hunt any wildlife on Association property. Firearms shall not be discharged on Association property. For the purposes of this section, Firearms shall be defined by the Bureau of Alcohol, Tobacco, Firearms and Explosives.

4. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container as specified by the Association or within a trash enclosure. All such waste and garbage must be promptly and periodically removed. Garbage and trash will not be disposed of on properties of the Association, all such being transported to public dump facilities off Association properties.

5. No noxious, offensive or unsightly conditions, including, but not limited to, the accumulation of trash, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted on any lot or other portion of the properties, nor shall anything be done in or placed upon any lot or other portion of the properties which interferes with or jeopardizes the enjoyment of other lots, or which is a source of annoyance to residents. Conditions or items resulting in odors, unsightly, unsanitary or offensive conditions, or excessive noise are prohibited.

6. All sewage facilities must conform to County and State health requirements. Each lot owner shall be responsible to maintain the sewage system, drainage ditches or washes on each lot in a proper and operable manner, keeping it free of debris or hazardous materials.

7. All water rights are attached to and run with the land and may not be disposed of separate from the land.

8. Members are liable for any damage to property or persons within the community due to the willful act or negligence of the member and their invitees.

9. No dams or other changes in surface water stream flow will be made or wells drilled without the written permission of the Board.

10. No roads, pipes lines, powerlines, sewage lines or other construction will be made on the property of other Association members beyond the main arteries, any applicable rights-of-way, or other access points envisioned in the master plan of the Association without the written approval of the affected landowners. However, it is recognized that the right of access to lands within the Association is maintained for the purpose of improvements such as water, power, roads, sewer, etc. If the parties cannot reach a satisfactory conclusion to a dispute over access, the Board will adjudicate the differences. In the event a member of the Board is involved in the dispute, a mutually satisfactory member of the Association will be invited to assist in the adjudication.

11. Each lot owner shall be responsible to maintain the drainage ditches or washes on each lot, and driveway access to each lot, in a proper and operable manner, keeping it free of debris or hazardous materials.

12. Each property owner or buyer will pay all taxes related to property of said owner. This includes taxes on all common areas in connection with each lot, which may be assessed by the Association as dues.

13. No Member may operate any valve belonging to the Water Company except as authorized by the Board or its designee, except that in the event of an emergency, a valve may be actuated, but one of the members of the Board, or its designee, must be immediately notified of the action.

14. Per Utah County, Upper Whittemore is classified as a Mountain Home Development, exclusively for seasonal dwellings, e.g., summer vacation homes, winter recreation homes, etc. and not for permanent residences. The Association and its owners/members will abide by Utah County's rules, regulations and restrictions as they appertain to Upper Whittemore's Seasonal designation.

15. In accordance with the Utah County Fire Marshall guidelines on fire prevention, it is recommended that members remove all weeds and plant material for a distance of at least fifty (50) feet from dwellings.

16. Use of motorized vehicles will not be allowed in the common areas unless on regular association roads.

17. All vehicles visiting a property must be parked within the boundaries of the property and not in or adjacent to the roadway. This includes ATV and similar vehicles and machines. Additional vehicles shall be parked at the turnout from Left Fork Hobble Creek Road.

18. There shall be no overnight parking of any owner's or lessee's vehicles (including ATVs, etc.) in the parking area which is adjacent to the Association's gate. This parking area is private property, not owned by the Association, and permitted only so long as the owners of the property allow the temporary parking of vehicles to Association members and guests.

19. All pets must be under the control of the owner or lessee at all times, no excessive noises or other nuisances are permitted, and all pets must be cleaned up after.

20. Quiet hours must be observed from 10:00 PM to 8:00 AM daily, which includes noise from individuals, devices and vehicles.

21. Livestock, including horses, must be corralled at least 500 feet away from a neighboring home or at a distance authorized by the Association. The governance of livestock, including whether or not livestock is allowed, may be governed by rule and regulation of the Association.

22. No camping will be allowed on common property or roadways or on property owned by anyone other than the owner of the property itself unless permission is granted between the parties involved.

23. It is required that normal safety precautions, in accordance with any rule and regulation of the Association, as well as any Utah County of Utah State mandated fire regulations or open fire restrictions, be taken for all open fires. In the event that a major fire results which requires firefighting apparatus, the total cost of the fire fighting and damages incurred to any other property will be paid for by the owner on whose property the fire started unless proven that the fire was a result of vandalism, act of God, or negligence of some other party beyond the property owners control and responsibility.

24. All owners shall abide by the Governing Documents and any rules and regulations (aka Resolutions and policies) adopted by the Board. Owners are responsible for the actions of their family, renters, guests and invitees, including any violations by the family, renters, guests and invitees of the provisions of the Governing Documents. The Board may adopt, modify or revoke rules and regulations governing the conduct of persons and the operation and use of the properties as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Fines for violations of the Association's rules, resolutions and policies shall be levied and collected as an assessment as provided herein. A schedule of fines may be adopted by the Board of Directors specifying the amounts of such fines, as well as any provisions or procedures related to the levying of such fines.

25. Each owner shall purchase and maintain adequate liability and property insurance on their lot.

26. The Association, by and through the Board, shall have all remedies stated herein, in the Act and in the Governing Documents for enforcement of this Article or any other provision of the Governing Documents.

L. Leasing Restrictions. In order to best maintain a cabin community and environment most favorable to owner-occupied lots; and to avoid the common issues associated with short-term rental use, Lot Owners are not permitted to lease their property upon the recording of this Declaration unless they are “grandfathered” as a permissible rental, and only until such time as the grandfathering expires as described below unless an exemption to this prohibition is required by Utah Code §57-8a-209(2).

1. Any Owner of record prior to the recordation of this Declaration currently leasing or renting their property, and meets the criteria established in (3)(b) below, is hereby grandfathered in and may continue to lease their property until such time as the title of the Lot is transferred. At the time such title changes, the “grandfathered status” is lost. Grandfathering status also ends when (1) the unit owner occupies the lot (being rented as of the recording date of this Declaration); or (2) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the unit, occupies the unit.

2. Any authorized lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease.

3. The following leasing restrictions and rules apply to all owners with grandfathered lease rights or other applicable exemptions from the lease restrictions above. The Board may establish other rules and restrictions periodically that govern the leasing of such properties within the Association.

a. There is hereby established a permissible period of the year in which rentals, subject to the following conditions and restrictions are permitted. This period shall be considered the “**Lease Season**.” The Lease Season shall be between April 1st and October 31st of any given year, depending on road conditions due to residual or early snow cover. Leases or rentals are not permitted except within the Lease Season.

b. Owners who intend to continue leasing their property after the recording of this Declaration shall notify the Board within thirty (30) days from the recording of this Declaration of their intent to continue renting and provide the Board with proof of prior

rental of the property, or other documentation required by the Board. Failure to provide the required documentation shall be a violation of the Governing Documents and shall be a default under the lease.

c. Owners who rent their properties are required to obtain commercial general liability insurance in the amount of four million dollars (\$4,000,000) in addition to any insurance amount covered by a rental listing company or rental program such as Airbnb and provide a certificate of insurance naming Upper Whittemore Property Owners Association as an additional insured.

d. The provisions of Utah Code Ann. §57-8a-209(2) (as may be subsequently amended) are hereby incorporated into this this Section L by this reference, and in the case of any conflict between Utah Code Ann. §57-8a-209 and this Section L, Utah Code Ann. §57-8a-209 will control.

M. Duties of the Association.

1. The Association's Board of Trustees shall have jurisdiction over levying, collection, and disbursement of all assessments. The Board of Trustees shall also be responsible for initiating on behalf of the Association any suits against lot owners who violate or attempt to violate any of the Protective Covenants and other governing documents.

a. The Board shall prepare, or cause the preparation of, and adopt an annual budget for the Association, which shall provide, without limitation, for the maintenance of the common areas and for the administration, management and operation of the Association, and shall include a reserve fund line item in an amount the Board determines to be prudent based on the reserve analysis. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board shall present the adopted budget to owners at a meeting of the owners.

b. The Assessments levied by the Association, as set forth in the Bylaws, shall be used for payment of Common Expenses and any other expense incurred by the Association, including, but not limited to: (a) the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties. The assessments must provide for, but are not limited to, the payment of taxes on Association Property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common and Limited Common Areas; the payment of administrative expenses of the Association; insurance deductible amounts; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. In addition, the assessments may be used to establish a reserve account for repair, maintenance and replacement of those Common and Limited Common Areas which must be replaced on a periodic basis. The assessments may provide, at the discretion of the Trustees, for the payment of other charges including (without limitation) maintenance, management,

utility, landscape maintenance front yards and utility and maintenance charges for Common Area landscape.

c. Remedies. Including Suspension of Membership Rights and Services. All membership rights, including the right of a member to vote, shall be automatically suspended during any period of delinquency, unless otherwise determined by the Board. A Board member shall become immediately ineligible to serve on the Board and automatically dismissed from such position if delinquent more than sixty (60) days in the payment of any assessment. Any service provided by the Association to the owners shall also be terminated as to the delinquent owner at the discretion of the Board. The Association shall have each and every remedy for collection of assessments provided in the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as amended from time to time, and the provisions of the Act shall be deemed to be fully set forth herein when required by such Act in order to exercise any such remedy.

d. Lien. The annual assessment and all other assessments imposed together with damages, fines, interest, costs of collection, late charges, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for enforcement of the Governing Documents shall be a charge and continuing lien upon each of the lots against which the assessment or charge is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment. In a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

e. Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with late charges and interest at a rate to be established by the Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the owner holding title to any lot at the time when the assessment became due.

f. Appointment of Trustee. By acceptance of a deed for a lot, each owner as Trustor conveys and warrants to Trustee in trust for the Association, as Beneficiary, with power of sale, the owner's lot and appurtenant Limited Common Area, if any, and all improvements thereon for the purpose of securing payment of all assessments (including basis of collection) provided for in this Declaration. For purposes of this Section and Utah Code Ann. §§57-1-19, et seq., as amended from time to time, the Trustee shall mean the attorney for the Association, and the Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the local County Recorder. Each owner hereby

also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§57-1-19, et seq.

g. **Enforcement of Lien.** The lien for nonpayment of assessments may be foreclosed by the Board judicially or non-judicially consistent with the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts. The Association, through duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting owner's lot, and the defaulting owner shall be required to pay the reasonable rental value of such lot during any period of continued occupancy by the defaulting owner or any persons claiming under the defaulting owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

h. **Reserve Analysis Required.** The Board shall cause a reserve analysis to be conducted no less frequently than every six years, and shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years. However, the Board may decrease the frequency of conducting and updating a reserve analysis in a formal resolution of the Board delivered to all owners. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

i. Upon transfer of title to each lot, a reinvestment fee, in an amount to be determined by the Board, and adopted by rule, shall be charged and payable to the Association, pursuant to Utah law.

2. The Association shall have jurisdiction over the following:

- a. The common areas and any additions thereto.
- b. All main roads and culverts.
- c. All common hiking and horseback riding trails on the real property.
- d. Any electrical power system constructed by the Association and not be confined to any owner's lot but impacts any owner's lot.
- e. Any telephone system if constructed by the Association.
- f. The drainage ditches and washes.
- g. The enforcement of the Governing Documents.

3. The Property Owners Association shall provide the following main services:

- a. The monitoring and recording of sewage disposal, if and when a public sewage system is installed.
- b. The monitoring and recording of culinary water meters.
- c. Spraying and/or cutting the weeds in selected areas to reduce fire hazards.
- d. Removal of brush and fire hazards in selected areas.
- e. Planting of trees and shrubs along roadways and in common areas.
- f. Billing of lot owners for assessments.
- g. The Water Company shall have jurisdiction over all water lines.
- h. Grading and maintaining the roads and adjacent borrow ditches to protect the roads from snow runoff damage.
- i. Plowing the roads during the winter season. No owner shall take it upon him/herself to plow snow on any of the Association roads.

4. The Property Owners Association and the Water Company shall have right of ingress and egress on any lot for the following reasons:

- a. Monitoring sewage levels in sewage vaults if required.
- b. Evacuation of sewage vaults if required, cost to be borne by the lot owner.
- c. Monitoring water meters if required and operating special shut-off valves.
- d. Spraying herbicides.
- e. Removing fire hazards, trash, abandoned vehicles, and other materials deemed unsightly by the Board which lot owner will not remove, cost to be borne by the lot owner.

- f. Fire control.
- g. Erosion control.
- h. Drainage ditch maintenance on the owner’s property which has not been performed by the lot owner, cost to be borne by the lot owner.
- i. Common utility systems maintenance.

5. Rules and Regulations (also known as Resolutions or policies). The Board may from time to time adopt such rules and regulations (“**Rules**”) governing the conduct of persons and the operation, aesthetics and use of the property, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the property and the purposes of the Association.

6. The Board of Trustees shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, the following insurance, as well as such other insurance as it deems reasonable:

- a. Property Insurance on all common areas in the property, if any, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils.
- b. Liability Insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common areas.
- c. Any other types of insurance the Board may deem appropriate.

IV. Amendments

This Declaration may be amended at any time by the affirmative vote of no less than fifty-one percent (51%) of the voting interests of the Association owners / members in good standing (as defined above). Votes are calculated on the basis of one (1) vote per lot. An amendment shall not be effective until the amendment is certified by the president of the Association, as being adopted in accordance with the requirements of the Declaration and is recorded in the office of the Utah County Recorder.

IN WITNESS WHEREOF, the Upper Whittemore Property Owners Association, has executed this Declaration this _____ day of _____, 20_____.

UPPER WHITTEMORE PROPERTY OWNERS ASSOCIATION

[Handwritten signature]

By: Don L. Clark
Its: President

STATE OF UTAH)

) ss:

County of Utah)

Acknowledged before me on this 2 day of May, 2022 by Don L. Clark, of the Upper Whittemore Property Owners Association.

[Handwritten signature]
Notary Public

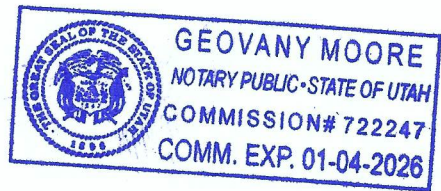


EXHIBIT A**Legal Description**

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT A, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel Numbers: 57:006:0002 through 57:006:0169
57:006:0500
57:006:9999

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT B, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel Numbers: 57:019:0046 through 57:019:0048
57:019:0500

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT C, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel Numbers: 57:026:0001
57:026:0004

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT D, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel Numbers: 57:029:0001 through 57:029:0002

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT E, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel Numbers: 57:030:0001 through 57:030:0005
57:030:0007

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT F, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel Numbers: 57:065:0164 through 57:065:0168