

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND MANAGEMENT POLICIES  
OF PLAT A, STRAWBERRY LAKE ESTATES**

THIS DECLARATION, made on the date hereinafter set forth by J. M. MAHONEY, Developer, dba STRAWBERRY LAKE ESTATES, hereinafter referred to as "Developer and/or Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Wasatch, State of Utah, which is more particularly described as follows, to-wit:

**BOUNDARY DESCRIPTION  
PLAT A**

Commencing at a point which is North 1329.09 feet and East 180.42 feet from the Southwest corner of Section 32, T3S, R10W, U.S.M., thence as follows: along the arc of a curve to the left 321.23 ft and right 950.00 ft along the East R/W of Soldier Creek Campground access road; thence So 63°53'24" E 135.64 ft; thence along the arc of a curve to the left 127.78 ft right 275.00 ft; thence 89°29'11" E 219.39 ft; thence N 00°30'49" W 300.00 ft; thence N 89°29'11" E 150.00 ft; thence N 00°30'49" W 317.14 ft; thence S 89°29'11" W 532.19 ft; thence along the arc of a curve to the left 50.63 ft right 950.00 ft; thence N 89°29'11" E 540.13 ft; thence N 00°30'49" W 658.09 ft; thence N 89°20'48" E 590.03 ft; thence S 00°23'14" E 177.80 ft; thence N 89°20'48" E 2059.19 ft; thence S 00°17'39" E 1282.37 ft; thence S 87°18'50" W 1042.83 ft; thence S 00°30'49" E 157.00 ft; thence S 89°29'11" W 2243.00 ft; thence N 46°01'30" W 217.52 ft to the point of beginning. Contains 95.0887 acres (70 Lots)

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, and Management Policies which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Strawberry Lake Estates Homeowners Association, a Utah corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as:

COMMON AREA: PLAT A

Plat A, Lots A & B, STRAWBERRY LAKE ESTATES, a subdivision located in Section 32, Township 3 South, Range 10 West, U.S.M., Wasatch County, State of Utah

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OPEN SPACE SAGE GROUSE HABITAT AREA I:

BEGINNING at a point which is No. 2554.76 ft and West 2035.53 feet from the S.E. corner of Section 31, Township 3 South, Range 10 West, U.S.M., and running thence So. 37°00'00" West 1400.00 ft; thence So. 84°00'00" West 2416.57 ft; thence No.00°00'00" 5396.07 ft. more or less to the So. boundary of Highway 40; thence Southeasterly along said So. boundary of Highway 40 which is So. 66°00'00" E. 2717.02 ft; thence So. 28°00'00" East 1300.00 ft; thence South 03°13'18" East 828.87 ft; thence So. 19°56'44" West 365.00 feet; thence So. 21°05'00" East 644.04 ft to the point of beginning. Containing 312 acres.

WELL PROTECTION ZONE AND RESERVATION

BEGINNING at a point which is North 2840.70 feet and East 1553.31 feet from the

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Southwest corner of Section 32, Township.3 South, Range 10 West, Uinta Special Meridian; thence running South 29°22'20" West 1698.55 feet; thence along the arc of a 1500.00 foot radius curve to the right 3217.70 feet, the chord of which bears North 06°15'31" West 2635.29 feet; thence East 1580 feet; thence South 515.16 ft; thence South 77°00'00" 536.66 feet; thence South 160.00 feet; thence South 80°00'00" East 390.00 feet; thence South 45°00'00" West 390.00 feet; thence West 45°00'00" feet to the point of beginning. Contains 85.41 acres, more or less.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of the Properties with the exception of the Common Area.

Section 6. "Declarant" and "Developer" shall mean and refer to J. M. Mahoney dba Strawberry Lake Estates.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its rules and regulations as set forth in this Declaration and as may be published by the Board of Directors of the Association;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or other public entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, and approval has been obtained from Wasatch County Commission;

(c) the right of the Association to charge reasonable admission and other fees for use of

any recreational facilities situated upon the common area or open-space.

(d) the right of the Developer, as well as the Association to control inoperable vehicles of any kind or nature located upon any lot, common area, or open space; said areas restricted to the extent that no vehicles not in operable condition of any kind or nature shall be left upon any Lot, common area, or open-space for a period of time in excess of fifteen (15) days. In the event an infraction occurs of this paragraph (d) the Developer and/or the homeowners association of Strawberry Lake Estates shall have the right to remove said inoperable vehicle and charge the owner thereof any and all expenses incurred in doing so;

(e) the right of the Developer, as well as the Strawberry Lake Estates Homeowners Association to reserve the open-space common area and well protection zone herein described. The open-space described herein as sage grouse habitat area is hereby reserved to preserve, maintain, promote, develop and manage said area as and for sage grouse habitat. Said reservations and conditions herein reserved and granted are also subject to agreements between the Developer and Wasatch County, the Bureau of Reclamation, Bureau of Land Management, U.S. Forest Service, and Utah State Division of Wildlife Resources, which relate to said Area herein reserved to the Developer and called Open-Space Sage Grouse Habitat Area, and any such agreements entered into by the Developer shall be binding upon all present and future property owners as well as the Homeowners Association of Strawberry Lake Estates;

(f) subject to the right of the Developer and the Homeowners Association as well as Wasatch County to control the use of trailers within said subdivision as well as the open-space and common areas. Said trailers being prohibited as permanent residences except as provided for by the Wasatch County Code dated June, 1979, and by the Architectural Control Committee of the Homeowners Association of Strawberry Lake Estates.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and Open-Space Sage Grouse Habitat Area, as well as any facilities located thereon to the members of his family, his tenants, or in the event of a sale of said owner's interest then to the purchaser thereof. The right to the use of the common area and open-space will not be separated from lot ownership, but the two shall be appurtenant and subject to the provisions of these Restrictive Covenants.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner, or owners thereof, to the use of not more than four (4) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign four (4) vehicle parking spaces for each dwelling.

### ARTICLE III EXTERIOR MAINTENANCE

Section 1. Owner Responsible. It is expected that the owners of each lot included within the description of the property set forth in the introductory paragraph hereof shall perform exterior maintenance upon each lot that an individual owner owns. In the event that an owner of any Lot in the development shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association after approval by two-thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees, to enter upon said parcel and repair, maintain and restore the particular Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a lien against said property and be added to and become part of the assessment to which such Lot is subject.

### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the

Association. Membership, like the use of the common area and open-space, shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall all be Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds; an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to one vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership as calculated according to paragraphs A and B above.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within Plat A, Strawberry Lake Estates, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessment to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall forthwith become a lien when said assessment first falls due and shall remain a continuing lien upon the property against which each such assessment is made until paid in full or until said lien is legally and lawfully foreclosed. 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but said assessment shall remain a lien against the property and subject to being foreclosed until paid as provided for herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the road, water system, Common Area, and to provide for payment of any and all water or other payments as are required to be made by the Strawberry Lake Estates Property Owners Assn.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above One Hundred Dollars (\$100.00) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Exempt Property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein. However, no land or improvements

devoted to dwelling use shall *be* exempt from said assessments.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or upon the exterior of the properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(a) In its discretion the Association may require that any assessment not be expended by the Association in the year of its collection or it may provide that the assessments be treated as a contribution to the capital of the Association, in the following years, and maintained in a separate capital account until expenditure of such funds is appropriate.

(b) The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in the expenditure of such funds is appropriate; in such year the Association shall transfer such funds to the ownership of the Association before making the expenditure.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots except for unusual exposure or other unusual conditions, and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Non payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer of any lot shall relieve such Lot from liability for any liens claimed, filed or incurred against any Lot prior to the sale thereof. All liens to be valid are subject to the lien laws of the State of Utah.

## ARTICLE VI

## ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, and management policies, and reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must also be approved by the Wasatch County Commission, and must be recorded in the office of the County Recorder before such amendment shall become effective.

a) Annexation. These Declaration of Covenants, Conditions, Restrictions, and Management policies of Strawberry Lake Estates apply to Plat A, as well as the Plat A Common Area and Open-Space herein described. The Developer may, in addition to Plat A, develop Plats B and C in accordance with the Wasatch County Ordinance dated June 23, 1979, and in accordance with various agreements which specifically include, but are not limited to, the Density Determination Agreement covering the Sage Grouse Habitat made by the Wasatch County Commission and Declarant in conjunction with the approval of Plat A. The Vicinity Plat of Strawberry Lake Estates filed with the Wasatch County Planner depicts how the Developer will annex Plats Band C, together with the common area which relates to said Plats, to Plat A, Strawberry Lake Estates. Said annexation to include all open-space and common area of Plats B and ~ and the same will become a part of Plat A, together with Plat A common area and open-space. The Vicinity Map is made a part of these Covenants and the Density Determination Agreement by this reference.

## ARTICLE VIII LAND USE

No land is to be used except for home sites and recreational purposes. No agricultural, industrial or commercial business or enterprise of any kind or nature shall be carried on upon any of the premises, except exploration for and development of oil, gas, coal, and all other hydrocarbons and all other minerals, metallic or non-metallic, shall be allowed on all open space and common areas. No sales of any trees, vegetation or soil is permitted.

ARTICLE IX  
BUILDING TYPE AND ARCHITECTURAL CONTROL

No structure including fences shall be constructed, placed, altered or permitted to remain on the premises until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee of Strawberry Lake Estates Homeowners Association.

No structure of a temporary character including, but not limited to, trailers, mobile homes, basements, tents, shacks, garages, barns or other out buildings shall be used on any lot any time as a residence either temporarily or permanently, except those structures that are granted a written permit by the Architectural Control Committee of Strawberry Lake Estates Homeowners Association and consistent with the Development Code of Wasatch County, dated June 23, 1979, as amended.

ARTICLE X  
RESTRICTIONS - BUILDINGS

No residential structure may be placed nearer than fifteen (15) feet of any property line or easement or right-of-way and thirty (30) feet from any road or street.

ARTICLE XI  
OPEN FIRES

Open fires are permitted only in safe and sanitary pits or containers. All fires and ashes shall be completely soaked with water prior to being left unattended. All fireplaces or fire pits must be of cement, masonry, stone or steel construction. If masonry or stone, the material must be cemented together so as to form an air-tight fireproof wall. Loose rocks or dirt pits are not acceptable.

ARTICLE XII  
LIVESTOCK AND PETS

No livestock shall be permitted on Owners Lots except horses and domestic pets. All permitted animals shall be restricted to the Owner's Lot or shall be under the owner's immediate supervision and control, or under the immediate supervision and control of the Association or its agents.

ARTICLE XIII  
WILDLIFE PROTECTION

Wildlife shall be protected within the boundaries of the property covered hereby for the present and continued enjoyment of all parties hereto. The Sage Grouse Habitat Area I as herein described is reserved for the development, preservation, promotion and management of sage grouse. Said reservation shall be perpetual for the purposes as set forth herein and in written agreement between Wasatch County, the Declarant and other agencies of the Federal Government and the State of Utah, which relate to Sage Grouse Habitat Area I.

ARTICLE XIV  
SANITATION

All parcels of property covered hereby shall be maintained in a manner so as to create and promulgate a clean, beautiful, healthful, and natural environment. Dumping of trash, ashes, sewage, or other garbage or refuse except in designated areas properly prepared and protected as provided for herein shall be prohibited. All garbage cans shall be kept in a clean and sanitary condition.

ARTICLE XV  
WATER SUPPLY

No individual water system shall be permitted on any parcel of land.

ARTICLE XVI  
SEWAGE DISPOSAL

Individual sewage disposal systems shall be required which are designed, located and constructed in accordance with the requirements, standards and recommendations of the State and County Health Department authorities.

ARTICLE XVII  
FIRE HAZARDS

All fire hazards of any nature shall be removed in compliance with the laws and regulations of the State of Utah and the Wasatch County Development Code, dated June 23, 1979, as amended, from the parcels of land owned by the individual Association member at the expense of said individual Association member upon order of the Board of Directors of said Association or its duly appointed agents. Said removal shall be in compliance with the provisions of §10-42 of the Development Code of Wasatch County dated June 23, 1979. In the event said individual Association member fails to comply with said order within ten (10) days after receipt thereof, the Association shall have the authority and responsibility to take such corrective action as it deems necessary and said individual and member shall be responsible to reimburse said Association for any and all expenses necessarily incurred by it in removing said fire hazard. Fireworks shall be prohibited on any and all of the premises covered hereby.

ARTICLE XVIII  
EASEMENTS

A five foot wide easement for the installation and maintenance of utilities is hereby established along the rear line of each lot and along the side lines of those lots where necessary.

ARTICLE XIX  
NUISANCES

No noxious or offensive activities shall be carried on upon any of the property covered hereby, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No signs, billboards or advertising structures of any kind shall be erected or displayed.

ARTICLE XX  
FIREARMS

The discharging of firearms shall be prohibited in all common areas. Shotguns, however, may be used and discharged in the areas designated as Open-Space Sage Grouse Habitat Areas. That said discharging of shotguns within said areas shall be subject to the By-Laws of Strawberry Lake Estates Association, as well as the laws and regulations relating to the use thereof as set forth by Wasatch County and the State of Utah and in accordance with the National Forest Service Rules & Regulations.

ARTICLE XXI  
PRESERVATION

All land covered hereby shall be maintained and preserved in its original and natural condition, so far as possible. All trees, timber, natural vegetation and soil shall be left in place except when removal is necessary for the construction of a dwelling or other improvements or the removal of fire hazards.



ARTICLE XXII  
VIOLATION - PENALTY

If any of the owners of any lot, their guests, whether invitees or otherwise, or their successors or assigns, or trespassers shall violate or attempt to violate any such covenants or restrictions herein, the then Board of Directors of the Association shall have the right and responsibility to prosecute any proceedings at law or in equity against the person, firm, corporation or other entity so violating or attempting to violate any such covenants or restrictions and prevent said person, firm, corporation or other entity from violating these protective covenants and restrictions, and to recover damages or other dues, if any for such violation.

ARTICLE XXIII  
SIZE OF HOME, CABIN OR DWELLING

No residential structure may be constructed on any of the Lots covered hereby unless the same is a minimum of 600 square feet on the main ground level floor.

ARTICLE XXIV  
RESIDENCES RESTRICTED

Each Lot covered hereby shall be entitled to have only one residential building constructed thereon, and no Lot covered hereunder shall be subdivided into smaller parcels.

ARTICLE XXV  
RESIDENTIAL USE ONLY

No dwelling shall be constructed on any of the Lots covered hereby for any other use or purpose other than for residential dwellings.

ARTICLE XXVI  
RESERVATION OF MINERAL RIGHTS

All oil, gas and other mineral rights shall be retained by the Declarant, and the same shall not and do not pass with the land.

ARTICLE XXVII  
WATER RESTRICTION

Culinary Water shall be supplied to each Lot within the subdivision covered hereby. Said water shall be used for culinary purposes only inside the home, and not for sprinkling of lawns, gardens, etc. outside of said Association member's home.

(a) Culinary water shall be available to the Association members from the first (1st) day of May through the thirty-first (31st) day of October of each year. Association members desiring to have water during the Winter in their dwelling will be required to build their own individual winter water storage system or to personally carry water in with them.

ARTICLE XXVIII  
WATER

Section 1. The existing well that now provides water for Soldier Creek Estates Property Owners Assn. Is owned in fee by the Declarant subject only to the prior right of Soldier Creek Estates to draw 24 acre feet of water from said well. Declarant has caused to be formed a water company to provide water for Strawberry Lake Estates, Plat A, and any subsequent plats developed by said Declarant located on the

Vicinity Map. The name of said water company is Windy Ridge Water Company, a Utah corporation. Declarant, shall at the time Plat A is approved and recorded by the Wasatch County Commission, transfer 17.5 acre feet of water to said water company. The water delivery system and the well shall also be transferred to the water company at said time. Said transfer of the well is subject to the aforementioned prior right of Soldier Creek Estates.

Section 2. Soldier Creek Estates Property Owners Assn. Has a prior and existing right to the use and ownership of a maximum of 24-acre feet of water produced by said existing well from which it draws its water supply and said right is prior to any and all other rights to the use of water produced by said well. In addition to the aforesaid water rights and use rights owned by Soldier Creek Estates in the water in said well, said Soldier Creek Estates has an existing easement to carry said water to the extend of a maximum of 24-acre feet and deliver the same to its existing water delivery system.

Section 3. The Windy Ridge Water Company, herein referred to as "water company" has the responsibility and obligation to make all tests and reports required by either the State of Utah or Wasatch County which relate to quantity, purity and quality of the water produced by said existing well and to report said tests to the respective governmental agency involved.

Section 4. The declarant has a right to all water produced by said well in excess of the 24 acre feet of water owned by Soldier Creek Estates and Declarant has transferred and deeded 17.5 acre feet to the water company for the exclusive use of the purchasers of lots within Plat A, Strawberry Lake Estates and, as indicated heretofore, the water delivery system and the well has also been transferred to the water company. The Declarant contemplates developing Plats Band C, Strawberry Lake Estates, as depicted on the Vicinity Map, and when said additional plats are developed additional water shall be deeded to the water company in sufficient amounts to supply water to the purchasers of all lots within said plats as required by the laws of the State of Utah and Wasatch County. Each purchaser shall be issued a share of stock in the water company at the time of purchase. One share of stock is equal to .25 acre feet of water.

Section 5. The Developer has acquired certain water rights in sufficient amounts to supply Plats A, Band C with water. Said water rights have been acquired from Duchesne City pursuant to an eighty (80) year lease agreement covering 80-acre feet of water as hereinafter described. In addition thereto, a contract of sale with one O. J. Muir of Fruitland, Duchesne County, Utah, has been consummated covering 100-acre feet of water.

(a) The contract with Duchesne City covers 80-acre feet of water leased for a period of 40 years with an option in favor of the Developer to renew said lease for an additional period of 40 years. Thus, the Developer in effect has a contract to lease water from Duchesne City for an 80-year period. Duchesne City has 14.73 cfs of municipal and industrial water, plus 300 acre feet of water which it purchased from the Central Utah Water Conservancy District. Thus Duchesne City has excess or surplus water to lease and, in fact, said City is now using only 6.1% of the water owned by it. A Resolution has been made and adopted by said City Council declaring the water covered by the aforesaid Lease as surplus water and as such said City has a legal right to lease the same to the Developer. The law relating to excess or surplus water leased by a municipal entity for use outside the confines of the territorial of limits of a municipality has been determined by the courts to be a legal act on the part of a municipality. There is, however, some question as to the right of a municipality under such a lease to withdraw water during draught periods, and said right has not been determined by the Courts of the State of Utah.

b) Developer, by reason of the inconsistency in the law, has entered into another firm contract to purchase outright 100 acre feet of water from one o. J. Muir of Fruitland, Duchesne County, State of Utah, and a copy of that contract is also on file with Wasatch County and the State Engineer, State of Utah. The Muir Contract is an outright purchase of water rights, rather than a lease of water rights as is the Duchesne Contract. Said Muir Contract is a permanent water right and will vest ownership of 100-acre feet of water in the Developer for Strawberry Lake Estates when said Contract of

Sale is approved by the State Engineer's Office of the State of Utah. The Developer has previously filed an Exchange Application with said State Engineer's Office for the purchase and exchange of the o. J. Muir water rights and approval of the same is now pending. The Developer has, and does hereby commit itself, if necessary, to exert all legal rights and remedies available to said Developer including exhausting all available appeal rights to obtain ownership of the o. J. Muir water rights. It being the intent of the Developer to obtain a more permanent water supply for Strawberry Lake Estates Development Plats A, Band C than the one acquired by said Developer pursuant to the 80-year lease with Duchesne City, which is a diminishing water right by a fraction of 1/80th per year for the next 80 years.

Section 6. At the time that the Muir water right is acquired by the Developer, it will become the primary source for the supply of water to Strawberry Lake Estates, and Developer shall exchange the Muir water right for the Duchesne City water right with the Water Company.

Developer dba Strawberry Lake Estates shall draw water in the amount of 17.5 acre feet for the said 70 lots within Plat A from the existing proven well, referred to above, which also provides water for the subdivison called Soldier Creek Estates. (See Section 2 above and the next succeeding paragraph.)

Developer will install a storage tank with a capacity of approximately 90,000 gallons. Said water system will be constructed by the Developer in such a way so that no water will be delivered to Plat A, "Strawberry Lake Estates until such time as the existing Soldier Creek Estates storage tank is filled to capacity, thus insuring that Soldier Creek Estates will be guaranteed their portion of water from the well.

#### ARTICLE XXIX LOT - DRAINAGE

Each lot owner, prior to obtaining a building permit to construct from Wasatch County, must submit to the Declarant", the Architectural Control Committee and Wasatch County, as part of said lot owner's plot plan to obtain a building permit, a drainage plan for said owner's individual lot. Said plan, which shall include the plot plan, must be prepared and designed in such a manner so that each individual lot will be benefited by the water collected thereon and emanating therefrom so as to maintain said water, to as reasonable extent as possible within the boundaries of said lot for the beautification thereof, to th~ intent that said water will be put to the highest and most beneficial use so as to irrigate each individual lot from the rainfall or natural water sources on the property.

#### ARTICLE XXX SEDIMENT POND - MAINTENANCE & INSPECTION

Sediment ponds shall be inspected and cleaned annually each Fall after installation as depicted on the drainage plot plan. The Developer shall be initially responsible for said cleaning and inspection after which said responsibility shall fall to the Homeowner's Assn. Said cleaning and inspection when completed shall be reported in writing by the Declarant or Homeowners Assn. to the County on or before July 31st of each year, and said work and inspection shall be subject to the County's approval. Failure to satisfactorily clean and maintain as provided for in this paragraph, shall empower the County to use impound funds to complete the job.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 18th day of June, 1985.