

Summary of Architectural Guidelines Pilgrims Landing.

It is anticipated that an architectural review committee comprised of one representative from each project be organized to approve style, design and color themes for each project in advance of building permits being applied for. This will eliminate confusion and questions regarding the guidelines stated below.

Color Selection. Exterior;

1. Earth tones compatible with the colors used at Thanksgiving Point .
 - a. Light browns , Natural wood colors , Taupe, Slates, Darker beige Muted greens . (see examples)
 - b. No Whites except on windows, Blues, Blacks, Yellows, Off whites,
2. Rock or cultured stone and or brick will be used on all exterior elevations as an accent.
3. Roof colors will be chosen that compliment the wall colors. Natural colors .

It is recommended that pre set color schemes be offered to the buyers so that they will not be able to choose a non compatible color.

Landscaping ;

1. All units in Pilgrims Landing will be landscaped by the builder as a part of the product they offer. The landscaping guide provided for below will outline the minimum requirement per unit . Johns presentation. Landscaping restrictions should be in each individual set of restrictions site specific.
2. Open space corridors and walking paths. Sidewalks. Road widths .

Square footage requirement.

No dwelling unit will be constructed on a single level unless the finished square footage equals at least 1000 exclusive of the basement . No dwelling will be constructed of more than one level where the total finished square footage exclusive of the basement equals 1250 .

Architectural Design;

The designs for exterior elevations will be such that they are complimentary to the overall project. The following guide lines are set forth in art form to assist in the design process.

1. Building Style , Height restrictions .
2. Roof lines. Dormers , Gables , Pitch , Etc.
3. Entryways and Garage treatment
4. Drive approach.

Fencing:

1. Fences will be constructed out of wood, stone , masonry , stucco, vinyl or wrought iron. Each individual project will need to incorporate standards into their own C.C.& Rs regarding the placement and location of fencing.

Construction access;

Because of the anticipated congestion and timing of construction there will be construction only access built to handle access to all the projects by the subs. As these are defined it is essential the we cooperate together to control ingress and egress to all sites. Fines will be charged to violators and each project manager or foreman will be held responsible for abuse to this policy .

Other matters that will be considered in the master C.C. & Rs.

1. Set backs and side yards. Building location
2. Accessory structures.
3. Parking on and off street.
4. Pets . and animals
5. Mail boxes
6. Pools, Spas , Decks, Sports Courts, Etc.
7. Exterior lighting
8. Trash
9. Signs
10. Drainage
11. Misc.

We will meet at least 2 more time before we have these items drafted . Your feed back is necessary as soon as possible for any comments on the above so that we can move this forward to the Nov. 26th approval date.

Many of the above items are boiler plate type things but will need to be addressed..

WHEN RECORDED, MAIL TO:

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DRAFT

MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PILGRIMS LANDING

TABLE OF CONTENTS

1.	DEFINITIONS	2
2.	DESCRIPTION OF THE PROJECT; RIGHTS OF OWNERS AND DECLARANT.	4
3.	MUTUAL AND RECIPROCAL BENEFITS	6
4.	PERSONS BOUND	6
5.	LAND USE AND BUILDING TYPE	6
6.	NUISANCES AND RELATED MATTERS	7
7.	EASEMENTS	7
8.	MEMBERSHIP; VOTING RIGHTS; TRUSTEES.	8
9.	ARCHITECTURAL CONTROL	10
10.	AMENDMENT	15
11.	NO WAIVER	15
12.	ENFORCEMENT	15
13.	SEVERABILITY	16
14.	CAPTIONS	16
15.	LAW CONTROLLING	16
16.	EFFECTIVE DATE	16
	EXHIBIT A	18
	EXHIBIT B	19

MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PILGRIMS LANDING

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this _____ day of November, 1997, by PILGRIMS LANDING, L.L.C (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner of certain real property in Lehi, Utah County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). All of the Property and all of the improvements thereon shall be referred to as the "Project".

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Project, in accordance with this Declaration and the Master Plan attached as Exhibit B.

C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to provide for comprehensive land planning, harmonious and appealing landscaping and improvements, and the establishment of separate Maintenance Associations (as hereinafter defined) for portions of the Project. It is also necessary to create a Master Association (as hereinafter defined) to manage certain aspects of the Project and to perform such other acts as shall generally benefit the Project. Pilgrims Landing Master Association, a nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions.

D. It is anticipated that certain portions of the Project will be developed as single family residential units, while others will be developed as multi-family residential units, condominium units, and commercial projects, all under this common scheme and plan for improvement of the Project.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses, 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 any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS.

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:

1.1 Act shall mean and refer to the Utah Condominium Ownership Act, Utah Code Ann., Section 57-8-1 et seq., as amended or any successor statute hereinafter enacted.

1.2 Architectural Control Committee or Committee shall mean the committee created pursuant to Article 9.

1.3 Architectural Control Guidelines or Guidelines shall mean those rules, regulations, limitations, restrictions or other guidelines for construction, painting and alteration of Improvements in the Project set forth in writing and approved by the Board of Trustees in accordance with Section 9.

1.4 Articles shall mean and refer to the Articles of Incorporation of the Master Association, as amended from time to time.

1.5 Board shall mean and refer to the Board of Trustees of the Master Association.

1.6 Bylaws shall mean and refer to the Bylaws of the Master Association, as amended from time to time.

1.7 Condominium, Condominium Unit, Condominium Record of Survey Map, and Condominium Project shall have the same meaning as those terms are defined in the Act.

1.8 Condominium Building shall mean a structure containing two or more Condominium Units, constituting all or a portion of a residential or commercial Condominium Project.

1.9 Declarant shall mean and refer to Pilgrims Landing, L.L.C., its successors or assigns if such successors or assigns should acquire, either by operation of law or through a voluntary conveyance, transfer, or assignment, more than one undeveloped Pad from the Declarant for the purpose of development.

1.10 Declaration shall mean and refer to this instrument as amended from time to time.

1.11 Developer shall mean any person, other than Declarant, who owns one or more Pads in the Project for the purpose of selling or leasing them to members of the general public.

1.12 Dwelling shall mean and refer to a residential dwelling unit (including apartments or other multi-family units),

together with garages and/or other attached structures and located on a Pad within the Project, and in the case of a Condominium, all elements of a Condominium Unit as defined in the Act and in the Declaration of Condominium and Condominium Record of Survey Map for the Condominium Project in which such Unit is included.

1.13 Improvement shall mean Structures, as defined herein, plants such as trees, hedges, shrubs and bushes, and landscaping of every kind. Improvement shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon or across any portion of the Project. Improvement shall also mean any utility line, conduit, pipe or other related facility or equipment.

1.14 Maintenance Association shall mean any incorporated or unincorporated association of Lot, Unit or Condominium Owners (other than the Master Association) to facilitate the management, maintenance and/or operation of any portion of the Project. Any association of unit owners of a Condominium Project shall be referred to as a Maintenance Association in this Declaration.

1.15 Master Association shall mean the PILGRIMS LANDING MASTER ASSOCIATION, a Utah nonprofit corporation, the Members of which shall be the Declarant, any Developer and each of the Maintenance Associations organized within the Project.

1.16 Master Plan shall mean and refer to the map or plat entitled "PILGRIMS LANDING MASTER PLAN", approved by the City of Lehi and attached hereto as Exhibit B.

1.17 Member shall mean a person or entity entitled to membership in the Master Association as provided herein.

1.18 Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Pad or Dwelling, including Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 Pad shall mean and refer to one of the nine (9) parcels in the Project designated on the Master Plan, each of which is designed to be improved with residential or commercial structures, in accordance with the approval from the City of Lehi.

1.20 Project shall mean the real property described on Exhibit A, together with all improvements thereon and any additions thereto as may hereafter be brought within the jurisdiction of the Master Association.

1.21 Property shall mean and refer to that certain real property located in Lehi, Utah County, State of Utah, and more particularly described on Exhibit A hereof.

1.22 Rules and Regulations shall mean the rules and regulations promulgated by the Master Association to further govern the possession, use and enjoyment of the Project, as amended from time to time.

1.23 Structure shall mean any tangible thing or device to be fixed permanently or temporarily to real property including but not limited to any Dwelling, as defined herein, building, garage, driveway, walkway, concrete pad, asphalt pad, gravel pad, porch, patio, shed, greenhouse, bathhouse, tennis court, pool, barn, stable, fence, wall, pole, sign, antenna or tent.

2. DESCRIPTION OF THE PROJECT; RIGHTS OF OWNERS AND DECLARANT.

2.1 The Project shall consist of all of the real property described on Exhibit A, and all of the Improvements attached thereto.

2.2 The Project shall consist of nine (9) Pads, each of which are to be improved with one or more single family or multi-family dwellings, Condominium Buildings, commercial buildings and facilities, parking facilities, or appurtenant structures and facilities. The Declarant reserves the right to increase and decrease the number of Pads in the Project subject to the approval of the City of Lehi, as well as the right to change the location and size of any Pad prior to the time that such Pad is sold by Declarant to any third party. All such changes to the number, size or location of any Pad shall be effectuated by a modification of the Master Plan.

2.3 Declarant hereby reserves unto itself, its successors and assigns, the exclusive right to develop, build upon, lease, sell and otherwise use the air space above Pad ___ (the "Air Space"). Declarant also reserves an easement with respect to Pad ___ for the placement of any pillars, posts, walls, footings, or other devices used to support any structures which may be constructed in the Air Space reserved hereby. Declarant and/or any transferee of the Air Space shall have the right to construct any improvements therein for commercial, retail, residential, recreational or any other use permitted by the City of Lehi. No owner of Pad ___ or any part thereof shall impair or restrict development of the Air Space, but shall cooperate fully with such development and execute any such further documents or agreements deemed necessary by Declarant for the development of such Air Space. Declarant further reserves an easement for egress and ingress over Pad ___, and the roads and any other easements in the Project providing access to Pad ___, for the purpose of constructing and improving the Air Space, and for access to and

from the improvements constructed in the Air Space by Declarant, other owners, and lessees, guests, employees, contractors, invitees or customers of Declarant or any subsequent owners of the Air Space. No owner of any Dwelling, Condominium Unit, Pad or any other portion of the Project shall have any easement for view, light, quiet enjoyment, or other easement of any kind, which shall conflict with or impair the right to use the Air Space.

2.4 There may be several Maintenance Associations organized in the Project. A Maintenance Association may be limited to a single Pad and the Improvements thereto, or may be comprised of two or more Pads and the improvements thereto, at the discretion of the Owners of such Pads. Each Maintenance Association shall be created for the purpose of operating, maintaining and governing the use of the Improvements and the common areas and facilities constructed or naturally existing on the Pad or Pads to which such Maintenance Association relates. Each Maintenance Association shall assess and collect fees from its members in accordance with the provisions of its governing instruments, to cover the costs of its activities and responsibilities.

2.5 Maintenance Associations shall be responsible for the maintenance of a certain Pad or Pads in the Project pursuant to a recorded declaration of covenants, conditions and restrictions with respect to such Pad or Pads. If a particular Pad does not have a corresponding Maintenance Association, then the Developer or Owner of such Pad shall be responsible for maintenance. Each Maintenance Association, Developer or Owner shall maintain, repair and replace its area of responsibility and all Improvements thereon, in a safe, sanitary and attractive condition. Such maintenance responsibility shall include, but not be limited to, the control of rubbish, trash, garbage and landscaping visible from other portions of the Project. In the event that a Maintenance Association, Developer or Owner fails to maintain its area of responsibility in a manner which the Board reasonable deems necessary to preserve the appearance and/or value of the Project, the Board shall notify the Maintenance Association, Developer or Owner in writing of the work required and demand that it be done within a reasonable and specified period. In the event that the Maintenance Association, Developer or Owner fails to carry out such maintenance within such period, the Board shall have the right to enter upon such area of responsibility to cause such work to be done and recover the cost thereof from such Maintenance Association, Developer or Owner, together with interest at the legal rate, court costs and attorney's fees. Notwithstanding the foregoing, in the event of an emergency arising out of the failure of a Maintenance Association, Developer or Owner to maintain its area of responsibility, the Board shall have the right to immediately enter upon such area of responsibility to abate the emergency and to recover the cost thereof from such Maintenance Association, Developer or Owner, together with interest at the legal rate, court costs and attorney's fees.

3. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Pad created on the Property and shall be intended to create mutual equitable servitudes on each Pad in favor of every other Pad, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

4. PERSONS BOUND.

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, the Master Association, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Pads or any part of the Project, shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Pad or Dwelling or any other portion of the Project shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any person or entity whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

5. LAND USE AND BUILDING TYPE.

5.1 The exterior of all Dwellings, including roofs, shall use earth tones, generally compatible with colors used at Thanksgiving Point, such as light browns, natural wood colors, taupe, slates, darker beige and muted greens. No shades of white, blue, black or yellow will be allowed, except on windows. Rock, cultured stone and/or brick will be used on all exteriors of Dwellings as an accent (?%).

5.2 No trailer, basement, tent, shack or other out buildings shall be placed upon or used at any time within the Project as a temporary or permanent residence.

5.3 All single family Dwellings (other than apartments and Condominium Units) shall have a minimum finished area (above grade and excluding basements) of 1000 square feet for a single level and 1250 square feet for a multi-level.

6. NUISANCES AND RELATED MATTERS.

6.1 No noxious or offensive activity shall be carried on upon any portion of the Project, nor shall anything be done thereon which may be an annoyance or nuisance to others.

6.2 No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets do not create a nuisance.

6.3 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any portion of the Project.

6.4 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

6.5 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure. Provided, however, that television antennas and satellite dishes may be placed on a lot in a location to be approved by the Board.

7. EASEMENTS.

7.1 Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Pads for ingress and egress, drainage, encroachments, utilities, maintenance of temporary structures, operation and storage of construction equipment and vehicles, for doing all acts reasonable necessary to complete or repair the Project, or to discharge any other duty of Declarant and any other Developers under the Project Documents or sales contracts or otherwise imposed by law, and for activity reasonably necessary to sell, lease, rent or otherwise dispose of the Pads or any other portion of the Project. No structures of any kind shall be erected over any such easements without the written permission of the Declarant or the Board. These easements shall exist until the date on which the last Pad or Dwelling is sold by the Declarant or any Developer.

7.2 The Master Association, Declarant and each Owner is hereby declared to have an easement appurtenant to their property, over all adjoining property for the purpose of accommodating any encroachment due to minor and professionally acceptable errors in engineering, original construction, settlement or shifting of a building, or any other cause. There shall be valid easements for the maintenance of such encroachments as long as they shall exist. Provided, however, that in no event shall a valid easement for

encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the willful misconduct of such Owner or Owners.

8. MEMBERSHIP; VOTING RIGHTS; TRUSTEES.

8.1 Declarant, every Developer and each Maintenance Association shall be a member of the Master Association.

8.2 The Master Association shall have two classes of voting membership:

Class A. Class A members shall be all Developers and Maintenance Associations, with the exception of the Declarant, and shall be entitled to one vote for each Pad owned or represented. When more than one person holds an interest in any Pad, all such persons shall be members. The vote for such Pad shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Pad.

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

1. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

2. On December 31, 2000.

8.3 The management and maintenance of the Project and the administration of the affairs of the Master Association shall be conducted by a Board of Trustees consisting of three (3) natural persons, who need not be members of the Master Association. The number of Trustees may be changed by amendment of the Bylaws of the Master Association. At the first annual meeting, the members shall elect three (3) Trustees for a term of one (1) year as provided in the Bylaws. The rights, duties and functions of the Board may be exercised by Declarant until the date the Articles are filed with the State of Utah, after which the initial Board named in the Articles shall serve until the date of the first meeting of the Master Association. The Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Declaration, the Articles and Bylaws, including, but not limited to, the following:

8.3.1 To make and enforce all rules and regulations covering the operation and maintenance of the Project, including Architectural Control Guidelines.

8.3.2 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

8.3.3 To open bank accounts on behalf of the Master Association and to designate the signatures therefor.

8.3.4 To bring, prosecute and settle litigation for itself, the Master Association and the Project.

8.3.5 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Members or Owners, items of personal property necessary or convenient to the management of the business and affairs of the Master Association or for the operation of the Project, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

8.3.6 To keep adequate books and records.

8.3.7 To do all other acts necessary for the operation and maintenance of the Project and the performance of its duties as agent for the Master Association, including the maintenance and repair of any portion of the Project if necessary to protect or preserve the Project.

8.4 Members of the Board, the officers and any assistant officers, agents and employees of the Master Association shall not be liable to the Members or Owners as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; shall have no personal liability in contract to a Member, Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Master Association in their capacity as such; shall have no personal liability in tort to any Member, Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

8.5 The Members shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members or Owners, or any other persons or entities, to which he shall be, or shall be threatened

to be, made a party be reason of the fact that he is or was a member of the Board or an officer or assistant officer, agent or employee of the Master Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law, by agreement, by vote of the Board or otherwise. The indemnification as contained herein shall be paid by the Board on behalf of the Members and shall be assessed and collectible from the Members, including Declarant, on a pro rata basis in accordance with the number of votes of each Member or of Declarant.

8.6 The Board may procure appropriate fidelity bond coverage for any person or entity handling funds of the Master Association.

9. ARCHITECTURAL CONTROL.

9.1. No Improvement shall be commenced, erected, constructed, painted, maintained, altered or in any way changed on any portion of the Project, until the plans and specifications showing the nature, kind, shape, height, materials 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 or by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

9.2 Notwithstanding Section 9.1, no approval shall be required for: (a) initial Improvements constructed by, or with the express written approval of, Declarant; (b) normal maintenance of exempt or previously approved Improvements; (c) rebuilding an exempt or previously approved Improvement; (d) changes to the interior of an exempt or previously approved Structure; (e) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

9.3 The Architectural Control Committee shall be composed of three (3) or more members appointed by, and subject to removal by, the Board. The members of the Committee need not be Members or Owners. The terms of Committee members shall be for a period of three (3) years. No member of the Committee may be removed without the vote or written consent of the Board. Vacancies on the Committee caused by resignation or removal of a member shall be filled by the Board. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term.

9.4 The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The requirements for valid Committee meetings and actions shall be the same as that which is required for valid Board meetings and action as provided in the Bylaws. The Committee shall keep and maintain a record of all action from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it, along with records of its activities. Unless authorized by the Master Association, the members of the Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement by the Master Association for reasonable expenses incurred by them in connection with the performance of their duties.

9.5 The Committee shall adopt Architectural Control Guidelines and shall perform other duties imposed upon it by the Project Documents or delegated to it by the Board. The address of the Committee shall be the principal office of the Master Association as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where current copies of the Guidelines shall be kept.

9.6 The Board shall approve the initial Guidelines adopted by the Committee. The Committee may, from time to time, amend such Guidelines prospectively, if approved unanimously by all members of the Committee; otherwise Board approval shall be required for any amendment. The Guidelines shall interpret and implement the provisions of this Article 9 by setting forth more specific standards and procedures for Committee review. All Guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements on the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards of Section 9.7 and otherwise shall be in conformity with the purposes and provisions of the Project Documents.

A copy of the current Guidelines shall be available for inspection and copying by any person at any reasonable time during business hours of the Master Association.

9.7 The following minimum standards shall apply to any Improvements constructed on the Project:

a. All Improvements shall be constructed in compliance with applicable zoning laws, building codes, subdivision restrictions and all other laws, ordinances and regulations applicable to Project Improvements.

b. In reviewing proposed Improvements for approval, the Committee shall consider at least the following:

1. Does the proposed Improvement conform to the purposes and provisions of the Project Documents, including Articles 5 and 6? *and any approval*
2. Is the proposed Improvement of a quality of workmanship and materials comparable to other Improvements that are proposed or existing on the Project? *Guidelines*
3. Is the proposed Improvement of a design and character which is harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?

9.8 Any Owner proposing to construct, paint, alter or change any Improvement on the Project which requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed and a proposed time schedule for performing the work. The Committee may charge an Owner a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of the requirement within thirty (30) days of receipt by the Committee of his initial application or the application shall be deemed sufficiently submitted. If timely notified, the applicant shall submit plans and specifications for the proposed work in the form and context reasonably required by the Committee and his application shall not be deemed submitted until that date. Such plans and specifications may include, but are not limited to, showing the nature, kind, shape, color, size, materials and location of the proposed work, or the size, species and location of any plants, trees, shrubs and other proposed landscaping.

9.9 Upon receipt of all documents reasonably required by the Committee to consider the application, the Committee shall proceed expeditiously to review all of such documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and all Guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee fails to notify the applicant within forty-five (45) days after receipt of all documents reasonably required to consider an application or a correction or resubmittal thereof of the action taken by the Committee, whichever is later, the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record. The determination of the Committee shall be final and conclusive, and except for an

application to the Committee for reconsideration, there shall be no appeal therefrom.

9.10 Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee including all conditions imposed therewith. The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a longer period at the time of its approval, or to subsequently extend the period upon a showing of good cause. In the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work, shall be required to resubmit its application for the approval of the Committee.

All work approved shall be completed within one (1) year after the date of commencement; or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension, at the option of the Committee, by the number of days that work is delayed by causes not under the control of the applicant or his contractor; or as otherwise extended by the Board. Upon completion of approved work, the applicant shall give written notice thereof to the Committee.

If for any reason the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of such notice of completion from the application, the Improvement shall be deemed to be completed in accordance with the approved plans.

9.11 The Committee, or any authorized representative, shall have the right at any reasonable time, after reasonable notice, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with the Project Documents.

If at any time the Committee determines that work is not being performed or was not performed in compliance with the Project Documents or the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the Owner in writing of such non-compliance, specifying the particulars of non-compliance and demanding that the non-compliance be corrected within a reasonable and specified time period.

In the event that the offending owner fails to remedy such non-compliance within the specified period, the Committee shall notify the Board in writing of such failure. The Board shall have the right to remedy the non-compliance in any appropriate manner permitted by the Project Documents or otherwise

permitted by law, or in equity, including but not limited to removing the non-complying Improvement, or recording a notice of non-compliance on the property, as appropriate. The owner shall have the obligation to reimburse the Master Association for any costs incurred in enforcing these provisions and if the Master Association is not reimbursed upon demand, the Board shall have the right to recover such costs from the applicant or Owner, including interest at the legal rate, court costs and attorney's fees.

9.12 The approval by the Committee of any plans, drawings or specifications of any Improvements constructed or proposed, or in connection with any matter requiring the approval of the Committee under the Project Documents, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Committee may grant reasonable variances from the architectural control provisions hereof or from the Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.

9.13 Within thirty (30) days after written demand is delivered to the Committee by any Maintenance Association, Owner or Mortgagee, and upon payment to the Master Association of a reasonable fee (as fixed from time to time by the Board), the Committee shall execute and deliver in recordable form, if requested, an estoppel certificate executed by any three (3) of its members, certifying, with respect to any portion of the Project, that as of the date thereof either: (a) all Improvements made and other work done upon or within such portion of the Project comply with the Project Documents, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Such statement shall be binding upon the Master Association and Committee in favor of any person who may rely thereon in good faith.

9.14 Neither the Declarant, the Board, the Committee nor any member thereof shall be liable to the Master Association or to any Owner or to any third party for any damages, loss, prejudice suffered or claimed on account of (a) the approval or disapproval of such plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any portion of the Project, or (d) the execution and filing of an estoppel certificate pursuant to Section 9.13 or the execution and filing of a notice of noncompliance or noncompletion pursuant to Section 9.11, whether or not the facts therein are correct, if the Declarant, the Board, the Committee or such member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, neither the Committee, the members thereof, the

Master Association, the Members, the Board nor Declarant assumes liability or responsibility for the accuracy, completeness or fitness of any plans, drawings and specifications submitted to them, or for any defect in any structure constructed from such plans, drawings and specifications.

10. AMENDMENT.

The covenants and restrictions of this Declaration shall run with the land and bind the land, for a term of twenty (20) years from the date of recordation, after which time they shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided in this Declaration and except as prohibited by law, this Declaration may be amended by an instrument signed by Members of the Master Association who own not less than Eighty Percent (80%) of the Pads. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board. In such instrument, the Board shall certify that the vote or consent required by this Section has occurred. Notwithstanding any other provision contained herein, no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

11. NO WAIVER.

The failure of the Declarant, the Master Association, the Board or their agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Articles, the Bylaws or any rules and regulations promulgated by the Board, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Master Association or the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

12. ENFORCEMENT.

Each Developer and Owner shall strictly comply with the provisions of the Declaration, the Articles, the Bylaws, the rules and regulations of the Project and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board or its agent or designee on behalf of its

Members, the Declarant or the Owners, or in an appropriate case, by an aggrieved Owner.

13. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

14. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

15. LAW CONTROLLING.

This Declaration, the Master Plan, the Articles and the Bylaws shall be construed and controlled by the laws of the State of Utah.

16. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____, 1997.

PILGRIMS LANDING, L.L.C.,
A Utah Limited Liability Company,
By and through its Managers

PRESTON MILLER

PAUL S. TAGGART

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On the _____ day of _____, 1997, personally appeared before me Preston Miller and Paul S. Taggart, who, being by me duly sworn, did say that they are the Managers of Pilgrims Landing, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

My Commission Expires:

NOTARY PUBLIC
Residing At: _____

EXHIBIT A

(PAGE 1 OF)

EXHIBIT B



Pilgrim's Landing

@ Thanksgiving Point

DEVELOPMENT GUIDELINES

November 1997
Rough Draft

Table of Contents

Introduction

I. Neighborhood Planning

II. Circulation

III. Landscaping

IV. Signage

V. Lighting

VI. Architecture

Introduction

The approval of the **Pilgrim's Landing** project will mark the beginning of a construction period lasting several years. As an assurance for consistent and quality development over this time period a set of specific standards have been assembled. These standards for physical improvements are directly associated with the **Pilgrim's Landing** philosophy and development character. These improvements include architecture, roads, walkways, lighting, signing, landscaping, etc. The goals and objectives of these standards are as follows:

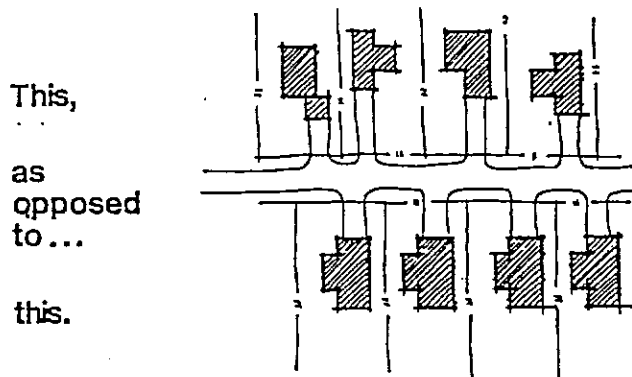
- This document is to be the standard for development for the life of the **Pilgrim's Landing** project.
- To ensure lasting value of the project.
- To enhance the investment of residents and users within the project.
- To respect and enhance the natural character of the site, and views from the site.
- To ensure a high standard of aesthetic quality for all private, public and semipublic elements of the community.

Neighborhood Planning

Designing for the “neighborhood” is a major underlining objective in the **Pilgrim’s Landing** master-planning process. Neighborhoods “scale down” a community to comfortable living environments. Many factors that define a neighborhood are uncontrollable and unforeseen. However, the factors that planning and design have influence on shall be emphasized to the extent feasible in the master planning stage. Some of the facets covered in this section of the Development Guidelines are setbacks, view corridors, screening, parking, streetscape influences, building siting and orientation, etc.

The challenge to create total living neighborhood environments that are aesthetically pleasing, active, functional and safe is the ultimate objective for the **Pilgrim’s Landing** Project.

- The street scene in any neighborhood is made more attractive by a variety of factors. It is recommended that the following factors be considered in designing the multi or single family neighborhood street scene:
 - driveway placement
 - varied setbacks
 - combination of right and left-hand units (flip-flopped house plans)



- Wherever possible, all development shall emphasize view corridors to distant mountains and the Jordan River corridor. Care should be taken to avoid obstructing desirable views from neighboring land uses.
- Landscaping, berming, fencing, walls or other screening devices, compatible with the principal structure should be used to screen all service areas, refuse collection areas, storage areas, loading areas and other accessory facilities which are visible from public right-of-ways, private drives or residential zones.

Majority of units sited around neighborhood courtyards minimize unsightly parking/garage fronts from parcel collectors

To scale down architecture a one story unit should appear on the end of some three and four-plex units

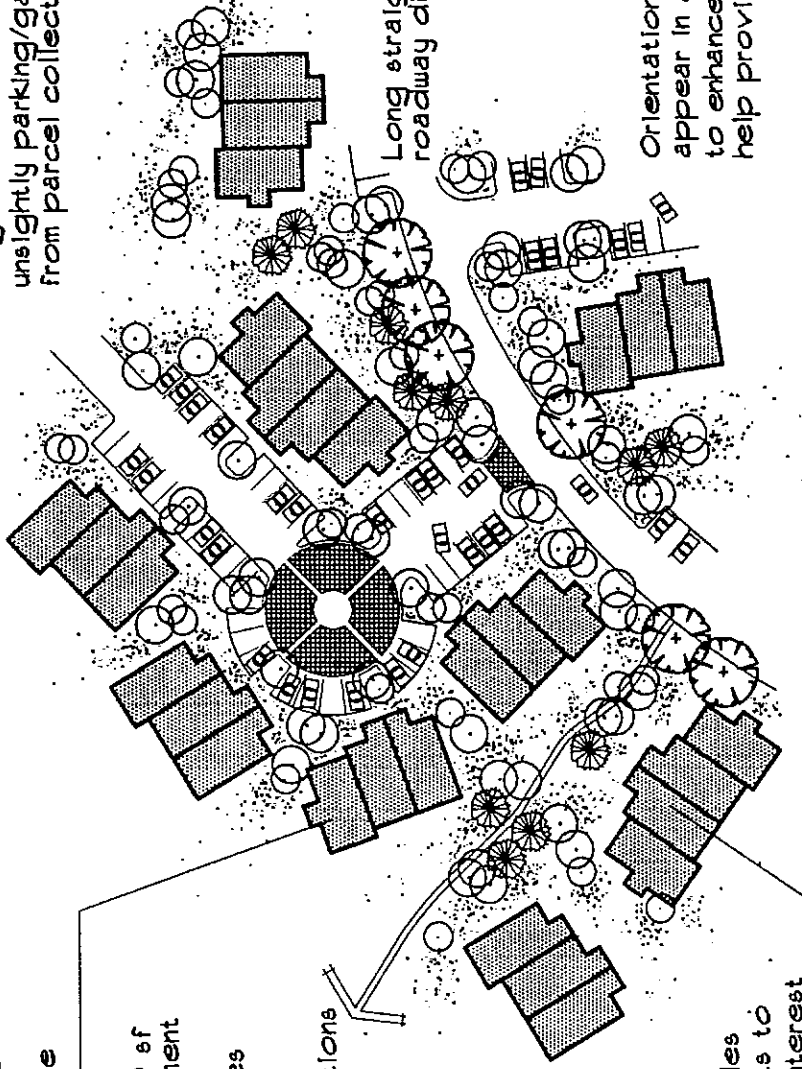
One story unit to be 1000 sf minimum exclusive of basement

By staggering unit facades and scaling down ends of buildings, four-plexes are appropriate in some situations

Long straight lengths of roadway discouraged

Orientation of buildings should appear in a variety of ways to enhance curb appeal and help provide individual access

Multi housing facades should stagger units to create relief and interest



Site Character Design

- All refuse shall be kept in covered containers and shall be screened from view except during regularly scheduled collection periods.
- The individual home owners associations may restrict vehicular parking on any private street within a development in order to minimize traffic congestion and for safety considerations.
- To the extent feasible, utility service lines, cables, pipes, and conduits shall be placed underground.
- Trucks (other than pickups), trailers, campers, boats and mobile homes shall not be parked, maintained, constructed, or repaired on individual properties unless screened from view and expressly approved by the Architectural Review Committee, and allowed by the CC&R's or rules of the individual association (if applicable).
- Buildings and structures shall be placed individually or in groups to create focal points, view corridors and open courtyard spaces.
- When appropriate curvilinear road alignments shall be used to provide variety in the visitor's streetscape experience and to help create uniqueness in neighborhood design.

Circulation

One major objective in the **Pilgrim's Landing** transportation planning is to separate pedestrians and vehicles as much as possible. This diminishes the potential conflicts with automobile and pedestrians, making for much safer modes of travel.

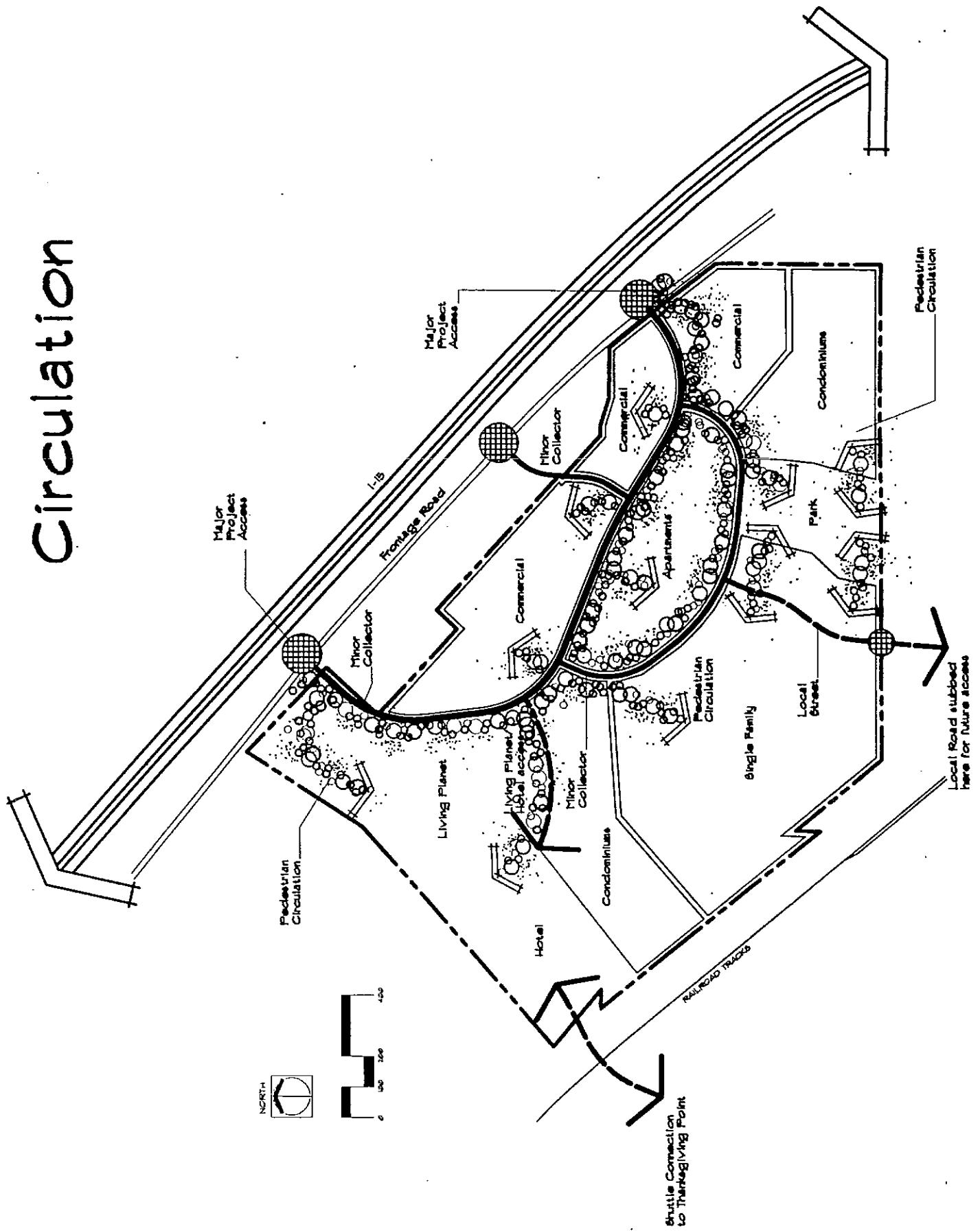
Another objective in the circulation planning for both the pedestrian and the automobile is providing ease of movement and an enjoyable experience. This begins in the neighborhood and extends throughout the **Pilgrim's Landing** Project

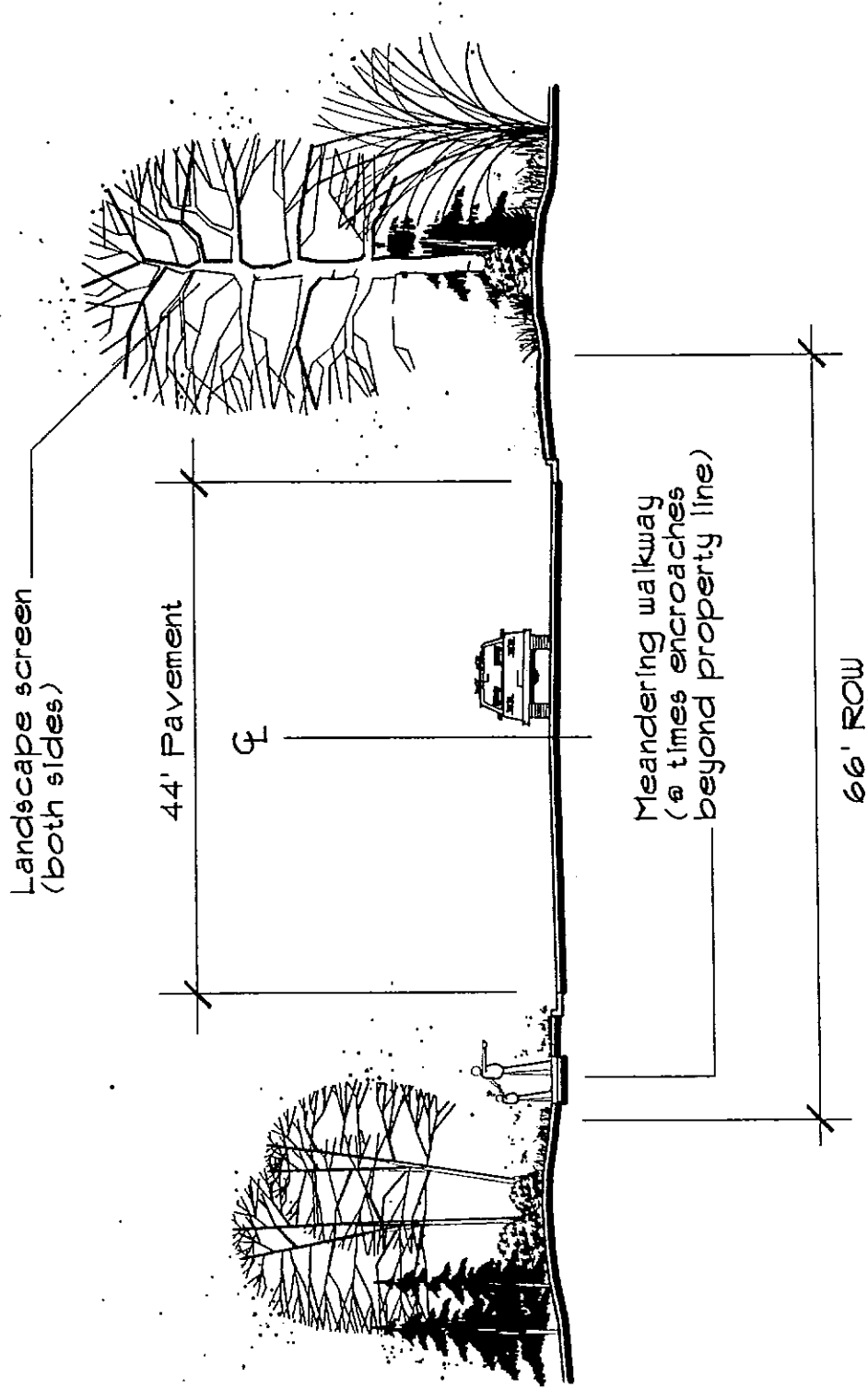
Automobile circulation within the project shall be based on a hierarchical roadway system. There shall be three basic roadway types:

- collector (66' ROW)
- minor collector (62' ROW; similar standards as collector)
- local street (56' ROW)

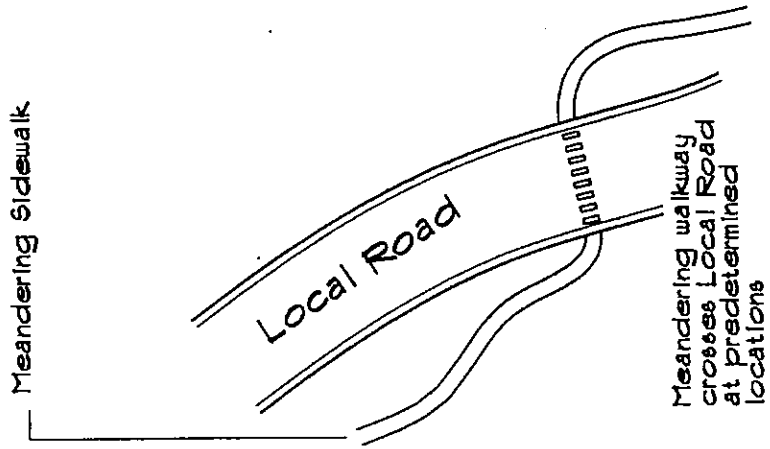
Collectors and minor collectors function as through traffic ways, and fronted with appropriate land uses and visual experiences. Local streets (public or private) are of a different scale, accommodate one basic land use (residential), shorter in length and not intended to be through streets. (See Circulation Exhibit)

Circulation

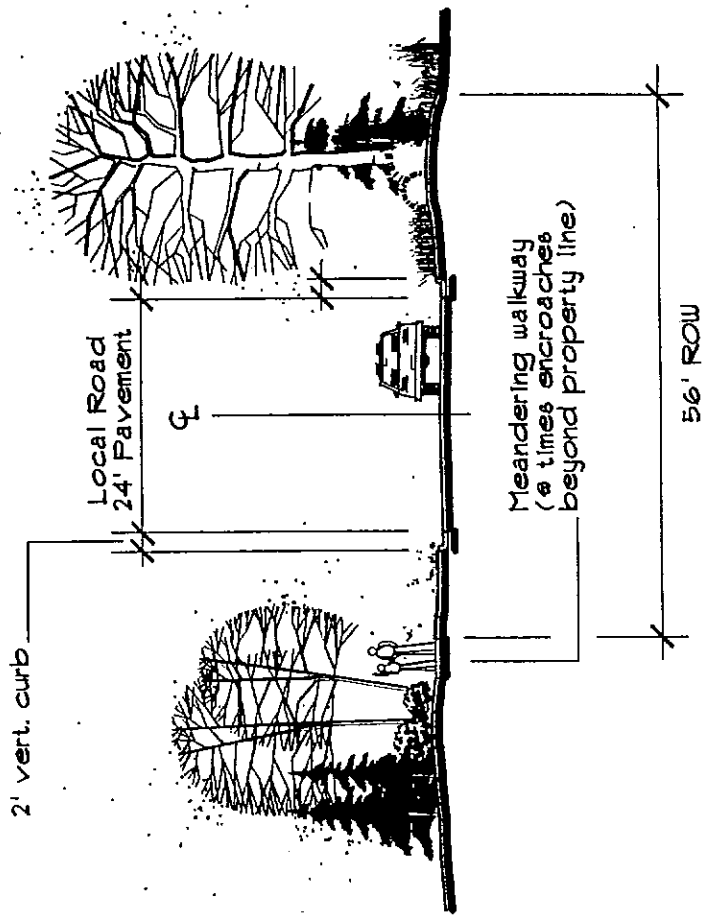




Minor Collector



Plan



Section

Local Road

Landscaping

The objective in the landscape treatment of **Pilgrim's Landing** is to help create a sense of continuity throughout the project, and to contribute to the environmental well-being of all users.

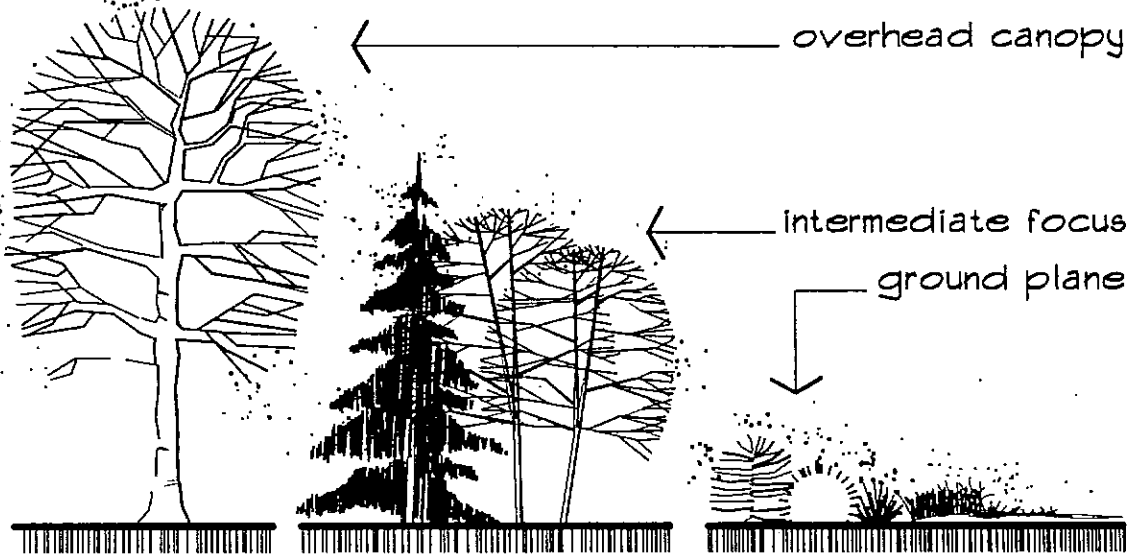
- Each portion of the project improved as a building site shall be immediately landscaped by the resident owner of the property or the developer.
- All unpaved areas within right-of-way areas shall be landscaped by the applicable developer. See landscape sketches for design and character.
- Landscaping of project and neighborhood entry ways from exterior streets shall be designed and installed by the developer. The preliminary conceptual plans for the design and landscaping of these entry ways are shown in the attached drawings and in the accompanying descriptions and notes.
- The developer(s) shall landscape and the Association shall maintain private roadside and common areas. The conceptual landscaping plan for these areas is communicated by the attached drawings and the descriptions thereto.
- Retention basins fronting public streets shall be contoured and designed as an integral part of the landscaping and shall not take on the appearance of a water channel.
- Each resident or user within the project shall keep all plant material on the property maintained and neatly trimmed at all times, unless it is the responsibility of the Home Owner's Association.
- The roadway landscape is the most visible part of **Pilgrim's Landing**, both to the visitor and the resident. The basic elements that make up the streetscape are signing, street furniture, lighting, grading and planting. All of these elements should be considered in combination in order to maintain a high quality streetscape environment.
- Generally, plant material can be classified into three categories based on growth habits:
 - Overhead Canopy Trees: major trees with high crowns of foliage.
 - Intermediate Focus Trees: minor trees of medium height with screening and accent capabilities.
 - Ground Plane Planting: shrubs and ground covers.

The function of plant material in each category must be fully understood in order to use planting to its best advantage.

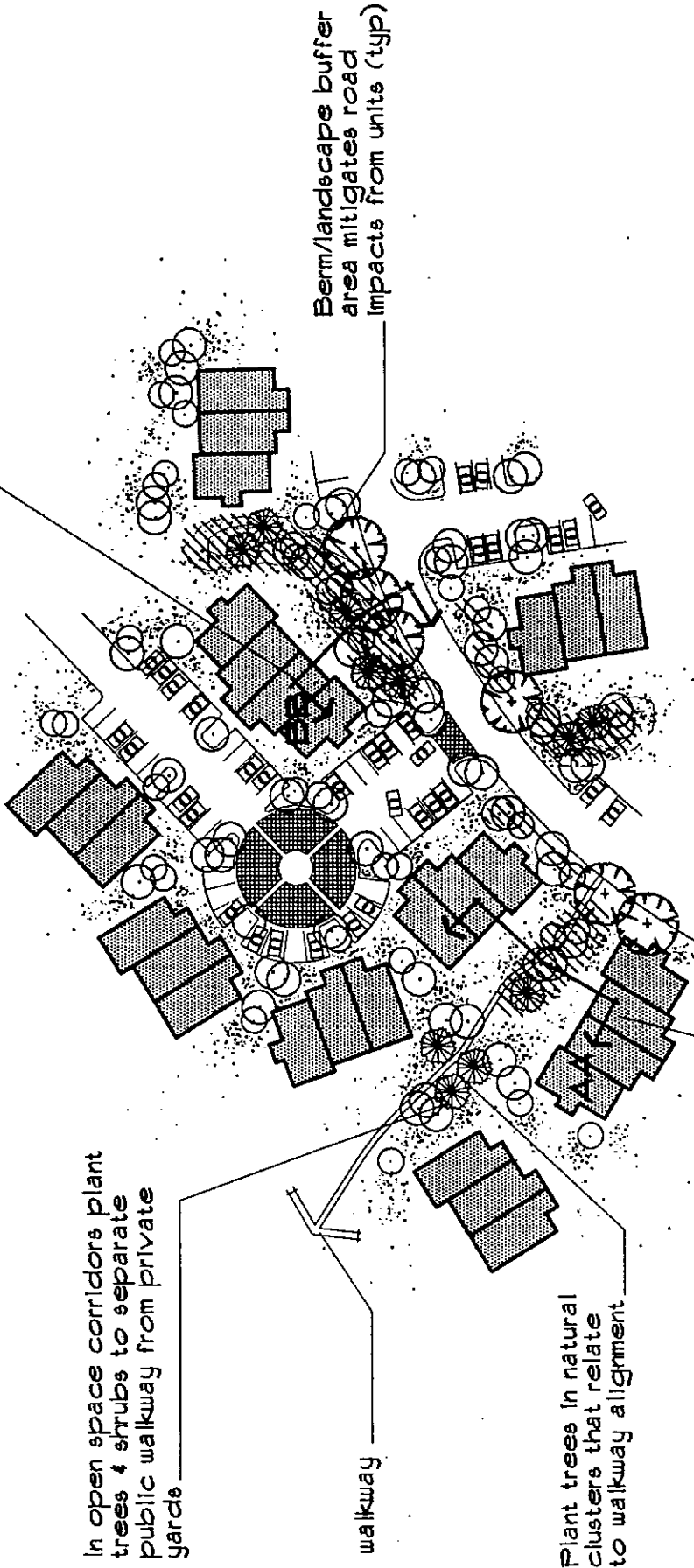
- **Overhead Canopy Trees**
 - Have the greatest affect on neighborhoods because of visibility.
 - Serve as the major unifying element in the streetscape.
 - Can provide neighborhood identity and character.
 - Soften or screen from view less attractive elements.
 - Provide needed shade in summer, yet allow filtered sun in winter.

- **Intermediate Focus Trees**
 - Provide an understory to the overhead canopy (streetscape composition).
 - Soften or screen from view less attractive architectural or site elements.
 - Define or emphasize minor spaces, such as entries.
 - Provide color and variety of form.
 - Serve as accent, major focus, or specimen planting.

- **Ground Plane Planting**
 - Defines minor spaces and directs pedestrian traffic.
 - Provides color and variety, serves as accent in the landscape.
 - Serves to retain steep banks or unstable soil conditions from eroding.
 - Reduces maintenance and watering costs if used as low mass planting instead of lawn.
 - Relates to architecture or building masses as foundation planting if necessary.



See Section BB



Berm/landscape buffer area mitigates road impacts from units (typ)

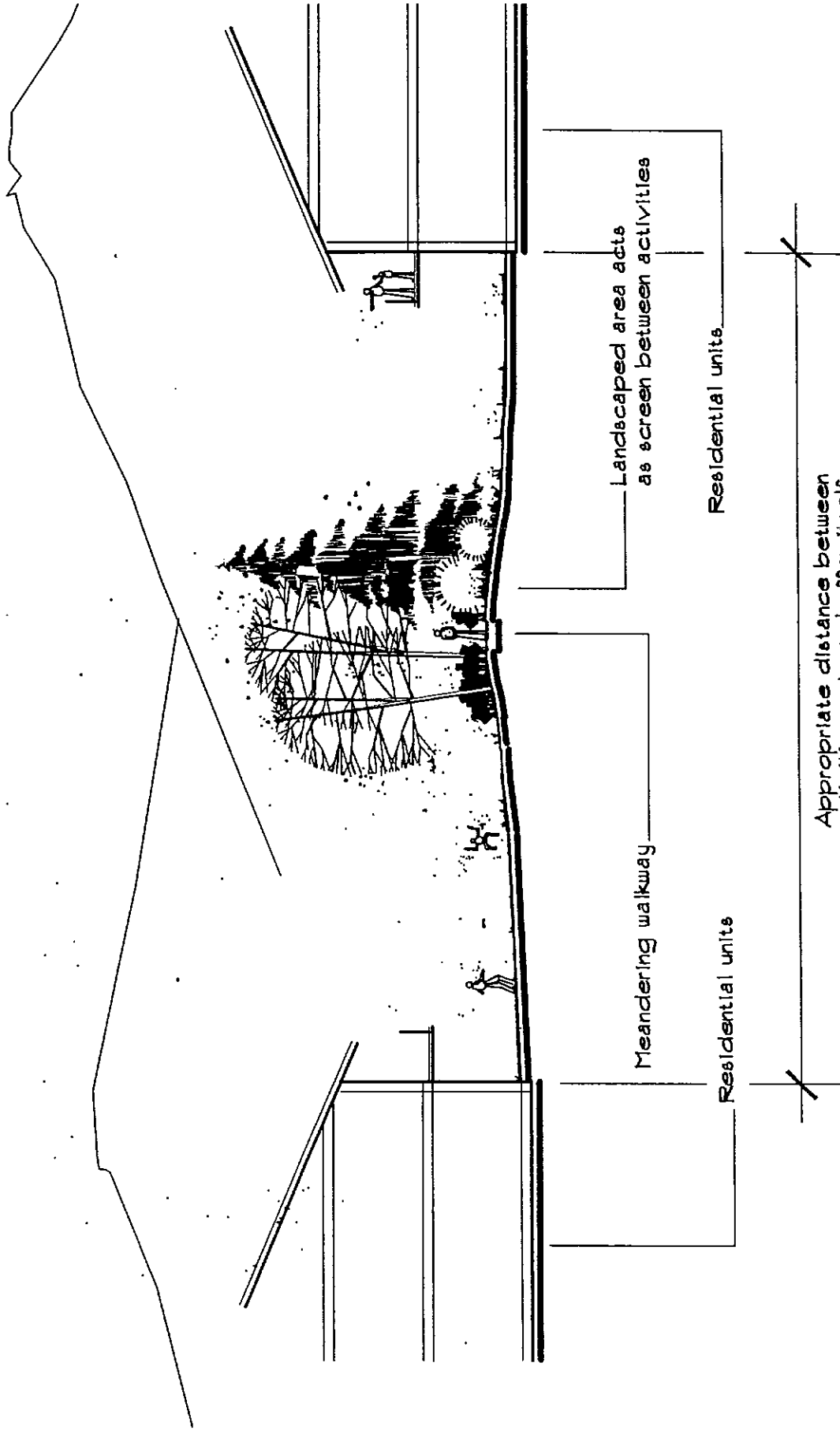
In open space corridors plant trees & shrubs to separate public walkway from private yards

walkway

Plant trees in natural clusters that relate to walkway alignment

See Section AA

Site Character Screen & Buffers



Section AA

Landscape screen
(both sides)

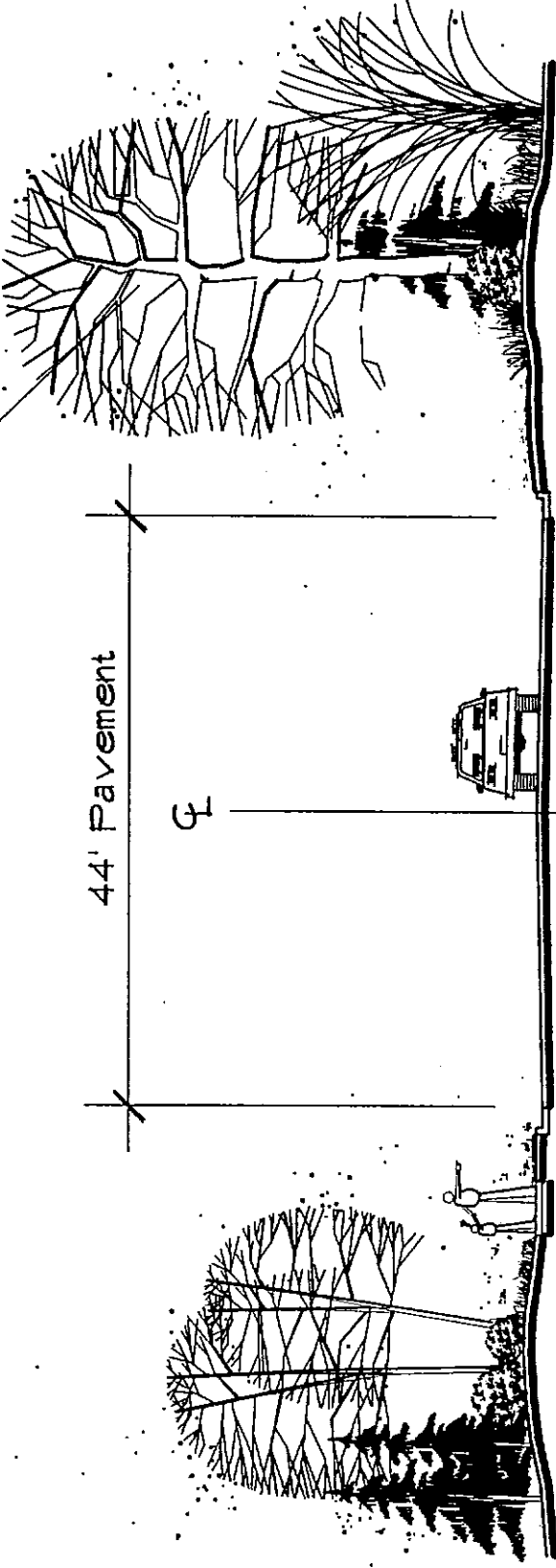
44' Pavement

♀

Meandering walkway
(@ times encroaches
beyond property line)

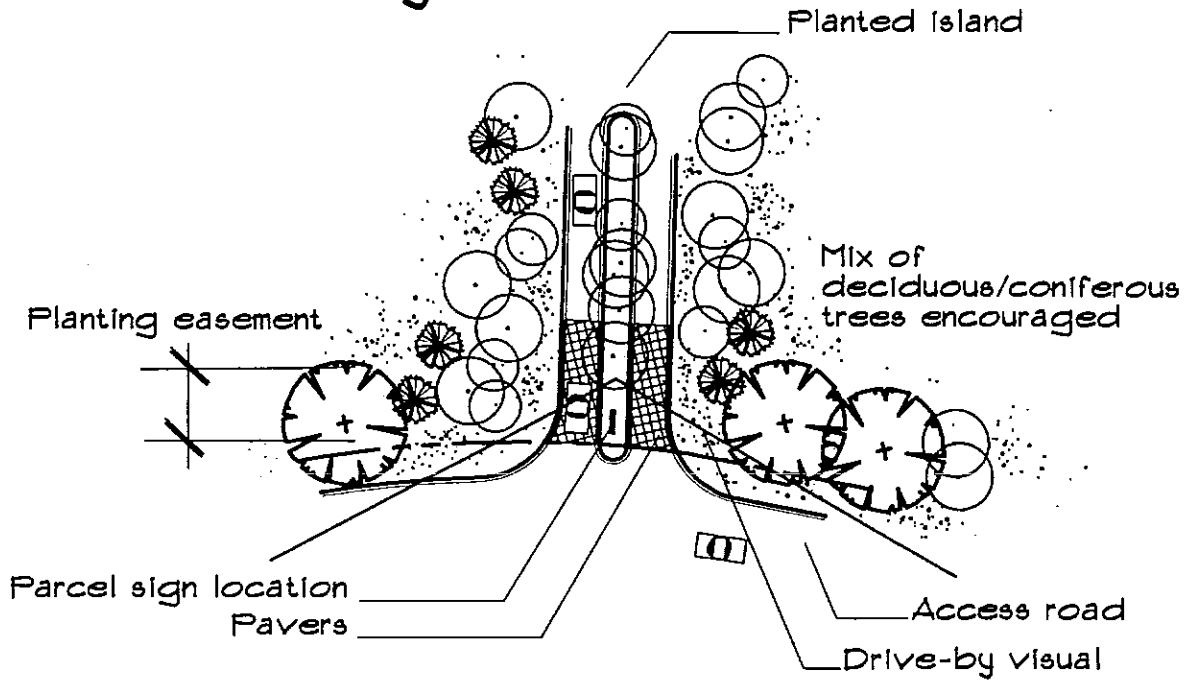
66' ROW

Section BB

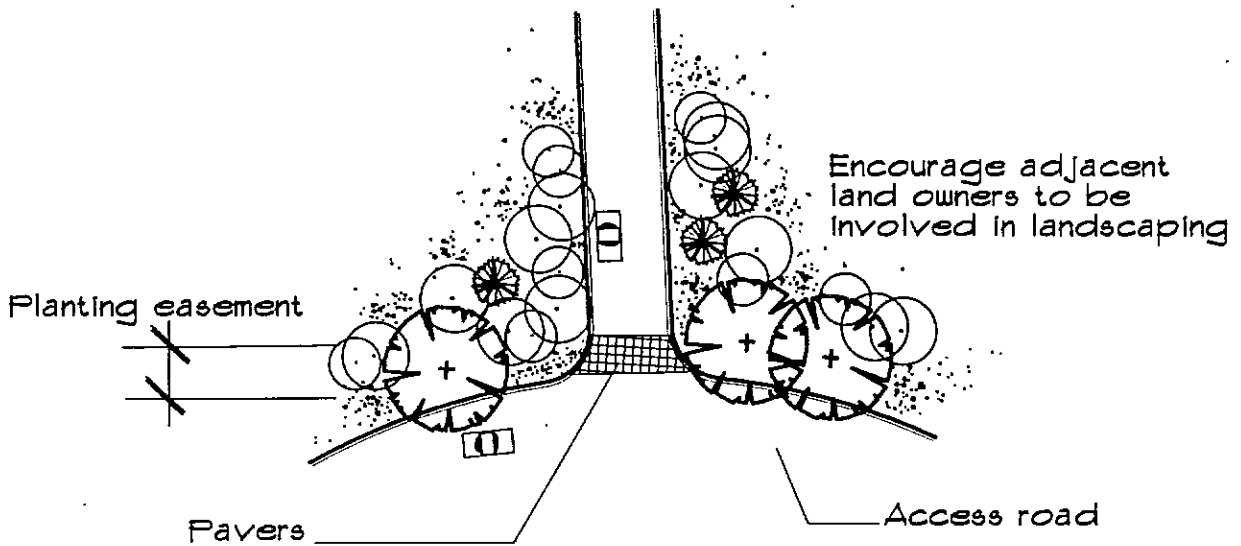


Landscape Character

Parcel Entry



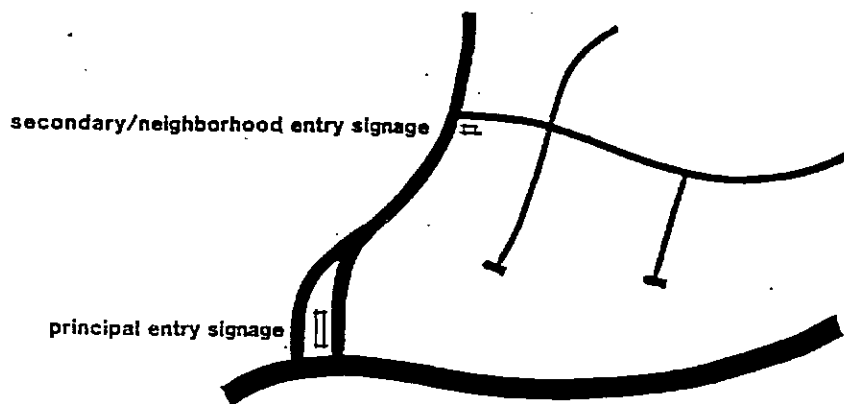
Neighborhood Entry



Signage

It is intended to provide in **Pilgrim's Landing** a signage system that is clear, concise, legible and presenting a coordinated appearance throughout the project. Signage proposes to:

- identity
 - direct
 - regulate
- No signs other than business identification or real estate signs shall be allowed, except as otherwise provided in the CC&R's; provided, however, that the Owner or Developer will be allowed to post signs for special events such as openings, festivals, and promotions necessary or desirable to the development and sale of the project.
 - Where possible, signs will be consolidated to avoid the cluttered appearance. The number of signs within the project will be held to a minimum and each sign will be the minimum size required to communicate the necessary information. Where possible, signs will be mounted on light standards to avoid excessive use of free-standing signs.
 - The principle entrances to **Pilgrim's Landing** will be identified by features which convey the quality and design character of the community.



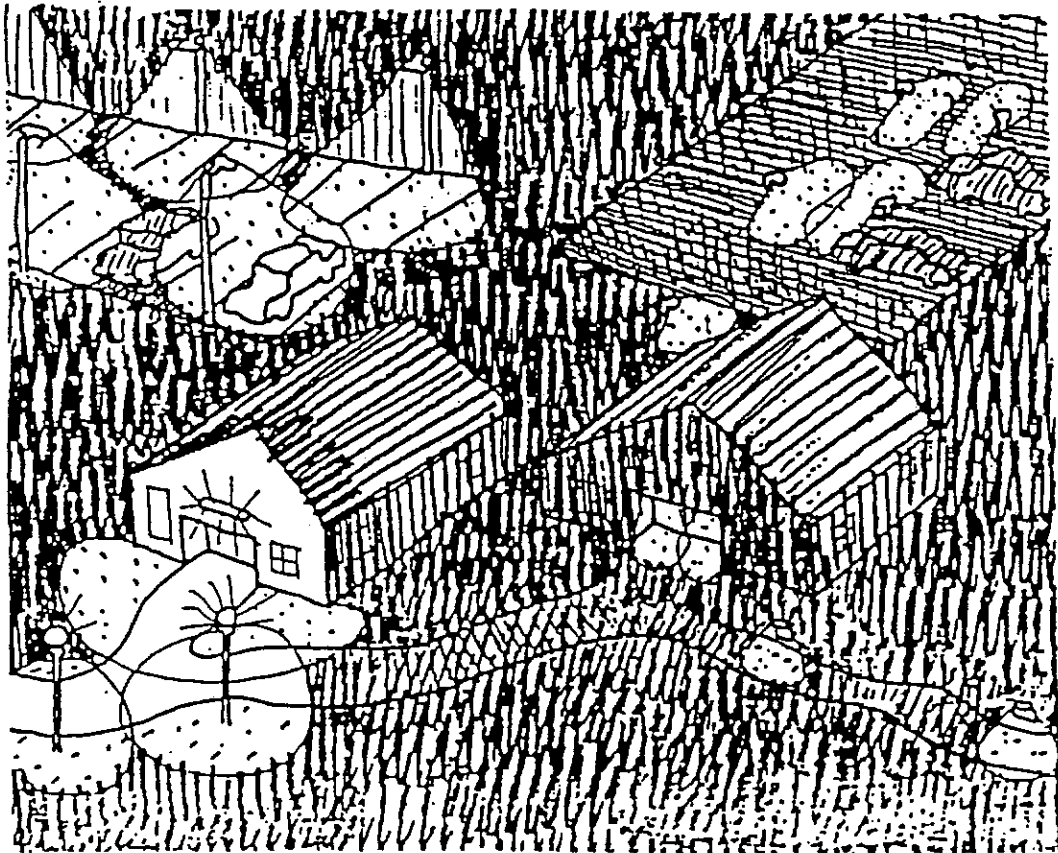
- Neighborhood and subdivision entry signage should be a permanent fixture with durable construction. Accent materials may be used to enhance the signage as long as such materials are compatible with the overall entry treatment, as well as the **Pilgrim's Landing** design character.

- Neighborhood and subdivision entry signs shall be ground mounted and should be no higher than six feet and no shorter than three feet from the natural grade elevation.
- Lettering should be recessed or otherwise permanent to avoid unsightly missing letters.
- Unless specifically approved in writing by the Architectural Review Committee, no permanent signs shall be located within any parcel's setback area.
- Temporary builder signs shall not exceed six feet in height from the existing ground plane and no wider than six feet.

Lighting

Good lighting is essential for safe movement, but good lighting is often equated with large amounts of lighting, which can detract from site quality by obliterating night view and interfacing with people's rest. The objective is to provide night lighting discretely, illuminating only what needs to be lit. In general, light sources should be shielded and directional. Bright lighting of large areas should only occur where absolutely required by safety considerations.

Lighting should be provided in areas of heavy pedestrian or vehicular traffic and in areas which are dangerous if unlit, such as stairs and ramps, intersections or where abrupt changes in grade occur. Areas that have crime potential should be well lit so that people traveling through them at night feel secure. Fixtures should be placed in such a way that they do not produce glare. Lighting should not infringe upon adjoining property.



NO: Avoid area illumination and unshielded light sources.

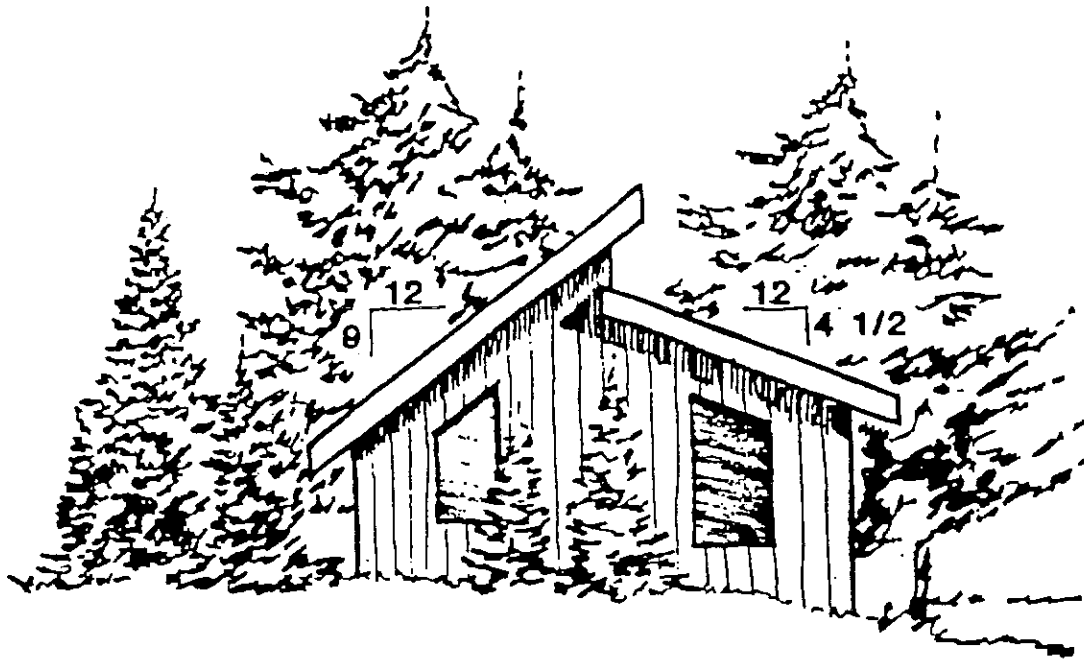
YES: Discreet lighting of only critical areas.

Architecture

The architectural style of the buildings in **Pilgrim's Landing** shall incorporate quality materials, and building standards, respect the region's climate, as it relates to orientation, color, etc. and emphasize compatibility with the character of the adjacent Thanksgiving Point development.

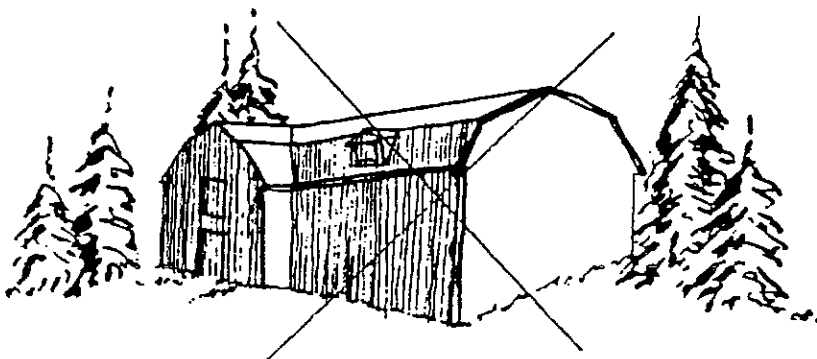
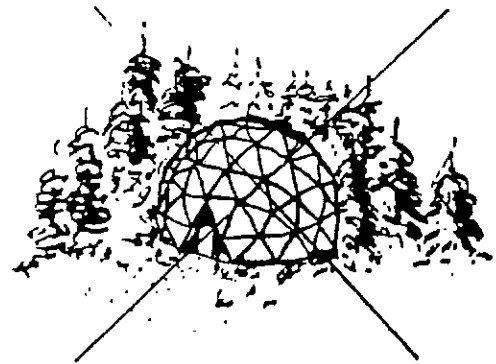
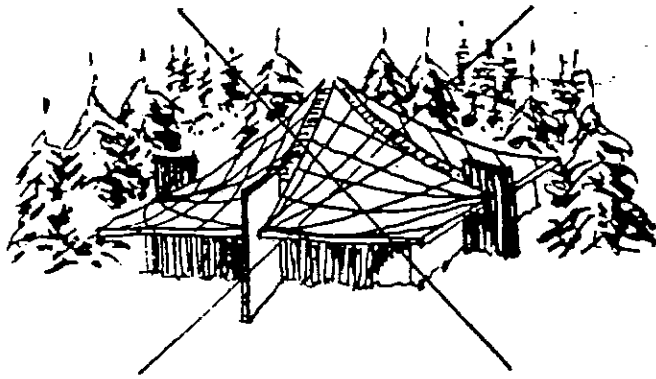
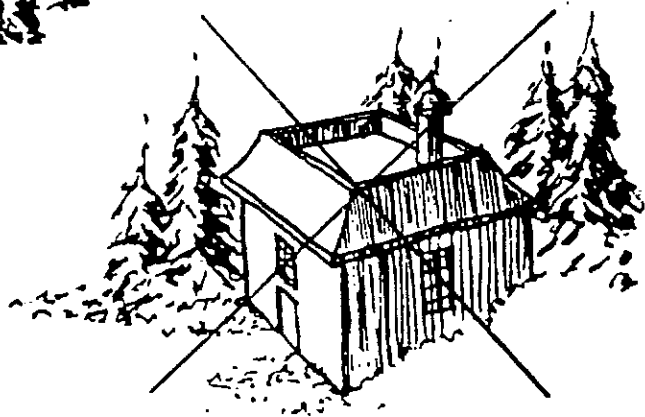
- All buildings and structures within the project shall be designed and constructed in general compliance with a compatible architectural theme.
- The Architectural Review Committee may reject any proposed development or improvements if determined inharmonious with neighboring developments and structures, or the proposed development or improvement violates or is inconsistent with applicable CC&R's.
- No building or structure on the property shall be permitted to fall into disrepair, and each building and improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event that any building or improvement is damaged or destroyed, then subject to the approvals required, such building or improvement shall be immediately repaired, rebuilt or demolished.
- Exterior lighting for any special event held on **Pilgrim's Landing** will be allowed to the extent it is determined appropriate and necessary by the Architectural Review Committee. All lighting is to be shielded to prohibit public visual access to the light source and confined within property lines, except for public street lights.
- Solar heating devices shall be screened from public view.
- Antennae, satellite dish, or other device for the transmission or reception of any electromagnetic signal shall be subject to screening and height restrictions as determined by the Architectural Review Committee.
- Accessory structures and equipment, whether attached to or detached from primary buildings or structures, shall be of similar or compatible design and shall be constructed of similar or compatible materials.
- Architectural and design innovations shall be encouraged and drab uniformity discouraged.
- Within the greater intensity developed areas, building and structure height shall comply with applicable Lehi City codes and ordinances.
- Buildings and structures should step down in height to pedestrian courtyards, open spaces and adjacent rights-of-way.

- Walls of stucco, stone or masonry may be used to delineate a private residence area, and should be a visual extension of the architecture of the residence.
- Screening devices to exceed six feet in height shall be approved by the Architectural Review Committee.
- The texture and color of walls and fences shall conform to the same color standards as the principal residence and the indigenous materials of the surrounding area.
- Trash collection areas for anything other than single family developments must be provided which are fully enclosed on three sides with masonry walls finished to match the architectural character of the project. They should be landscaped on the two most visible sides.
- The roof shape and slope is a major contributor to the general character and appearance of a building. Roof slopes shall not be less than 6/12. No flat or Santa Fe-type roofs will be allowed.

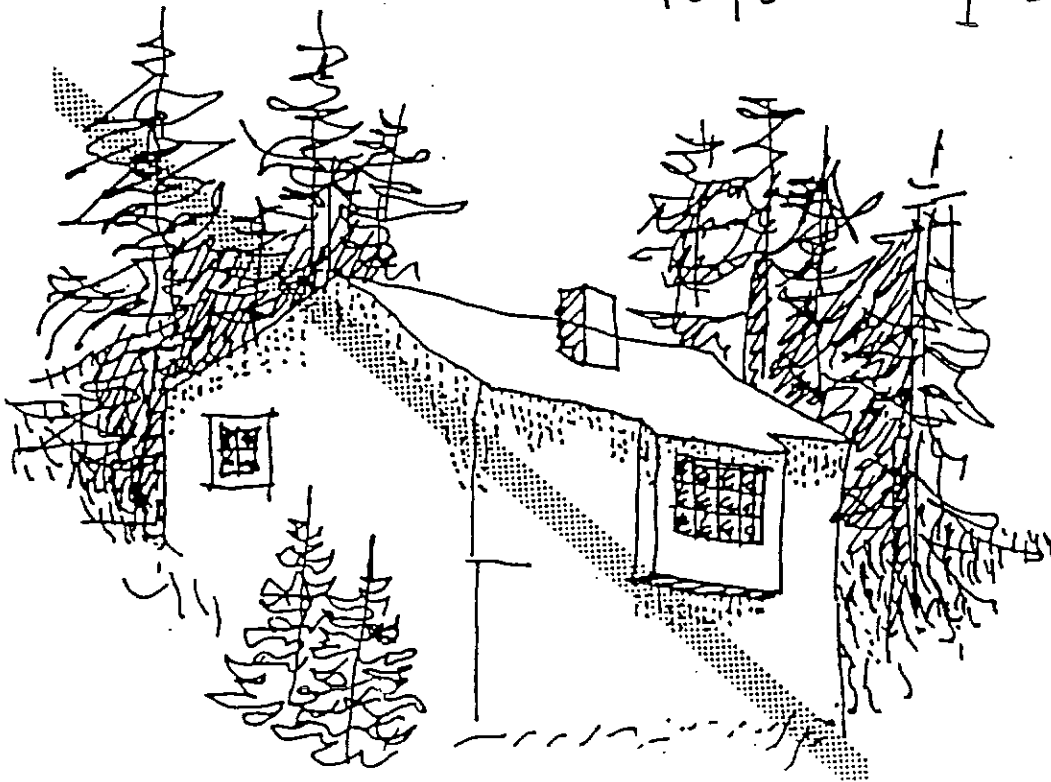


• The following roof types will not be allowed:

- mansard
- fake mansard
- curvilinear
- domed
- gambrel



- Roof overhangs protect walls and wall openings from rain and snow and contribute to a building's character. Roofs should overhang walls a minimum of 18".



To scale down architecture
a one story unit should
appear on the end of some
three and four-plex units

One story unit to be 1000 sf
minimum exclusive of basement

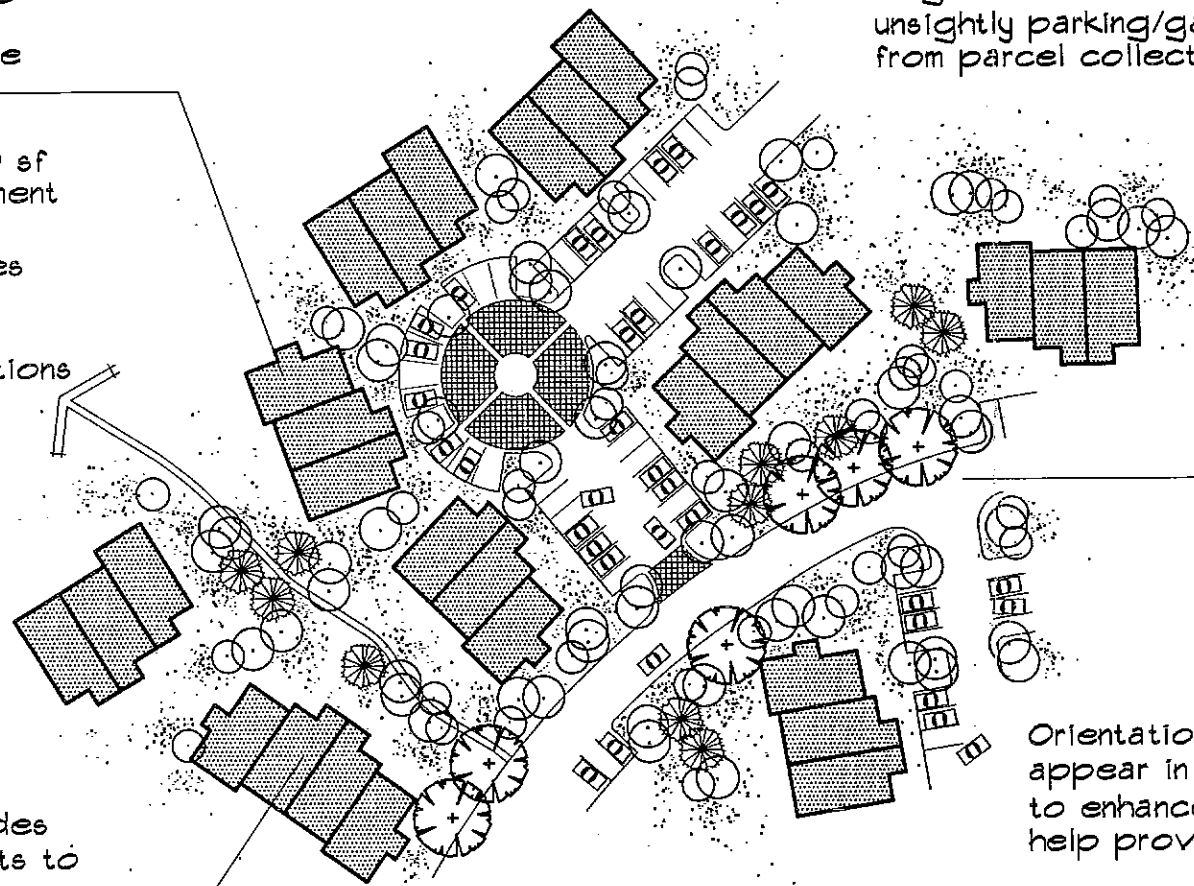
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Long straight lengths of
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Orientation of buildings should
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help provide individual access



SITE CHARACTER

Design
NTS