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CW The Views
2250 N Coral Canyon Blvd
Washington, WA 98148
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By THE VIEWS



TRACT DECLARATION

VIEWS AT CORAL CANYON

**An Expandable Planned Unit Development in
Washington County**

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This TRACT DECLARATION VIEWS AT CORAL CANYON ("Tract Declaration") is effective when recorded in the office of the Washington County Recorder by CW The Views 1, LLC, a Utah limited liability company, ("Declarant").

RECITALS

- A. The real property situated in Washington County, Utah, described in Exhibit A, attached to and incorporated in this Tract Declaration by reference, is hereby submitted, together with all buildings and improvements previously, now, or hereafter constructed on the property, and all easements and rights appurtenant thereto, to a residential planned unit development consisting of single family lots and related common areas pursuant to Utah Code Ann. § 57-8a-101 et seq. that shall be known as the Views at Coral Canyon ("Views Project").
- B. Declarant is the owner of the real property subject to this Tract Declaration ("Views Parcel"). By signing this Tract Declaration, Declarant consents to subjecting the Parcel to the terms, covenants, and restrictions contained herein.
- C. The Views Project is subject to the AMENDED AND RESTATED RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR CORAL CANYON, which was recorded with the Washington County Recorder on April 3, 2002 as Entry Number 00759602 ("Master Declaration").
- D. Declarant hereby desires to establish for the mutual benefit of all future Views Owners and Views Residents, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein (collectively the "Restrictions"), which shall run with and be a burden upon the Views Parcel.
- E. Declarant intends that the real property within the Views Project shall be held, sold, and conveyed subject to the Restrictions in this Tract Declaration, which: (1) are for the purpose of protecting the value, desirability, attractiveness, and character of the Views Project; (2) shall run with the land; (3) shall be binding upon all Views Owners, Views Residents, Mortgagees, and all other persons hereafter acquiring any interest in the Views Project; and (4) shall inure to the benefit of all parties having any right, title, or interest in any part of the Views Project, and their successors and assigns.
- F. Declarant explicitly reserves for itself the option in the future to expand the Views Project. This Tract Declaration shall apply to such additional real property as may be hereafter annexed into the Views Project as set forth below.
- G. Capitalized terms used in this Tract Declaration and not otherwise defined in the Tract Declaration shall have the same meanings given to such terms in the Master Declaration.

DECLARATION

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees that the real property within the Views Project is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed subject to the following covenants, conditions, and restrictions. These covenants, conditions, and restrictions are in furtherance of, and the same shall constitute a general plan for the ownership, improvement,

sale, use, and occupancy of the Views Project; they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth in the recitals above.

ARTICLE I. DEFINITIONS

1.1. **Act** shall mean the Utah Community Association Act, codified beginning at §§7-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. **Additional Land** shall mean, without limitation, any parcel of land that is annexed into the Views Project in accordance with the provisions outlined in this Tract Declaration.

1.3. **Articles** shall mean the Articles of Incorporation for the Association, as amended and restated from time to time.

1.4. **Annual Views Assessments** shall mean the regular annual assessments levied by the Board with respect to the Views Project pursuant to Section 7.2.

1.5. **Association** shall mean and refer to the Coral Canyon Master Residential Owners Association, a Utah nonprofit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association.

1.6. **Board or Board of Directors** shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Master Declaration, Articles, and Bylaws. The Board is the governing body of the Association.

1.7. **Board Member** shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Association.

1.8. **Bylaws** shall mean the Bylaws of the Association, as the same may be amended from time to time.

1.9. **Common Expenses** shall mean all sums lawfully assessed against Views Owners for expenses of administration, maintenance, management, operation, repair and replacement of the Views Common Areas which are maintained by the Association; expenses agreed upon as common expenses by the Association or its Board of Directors; expenses declared common expenses by the Tract Declaration or the Master Declaration; expenses levied against the Association by the Association for its allocated portion of the Association's common expenses, if any; and any other charges incurred by the Association or the Board necessary for the common benefit of the Views Owners.

1.10. **Declarant** shall mean CW The Views 1, LLC, a Utah limited liability company, and any successor in interest.

1.11. **Design Guidelines** shall mean and refer to those requirements governing the location, color, materials, and architectural design of dwellings, structures, and improvements within the Views Project.

1.12. **Governing Documents** shall mean the Tract Declaration, Views Rules, and Design Guidelines.

1.13. **Manager** shall mean a person, persons, or entity, if any, selected by the Board to manage the affairs of the Association and Views Project.

1.14. **Master Declaration** shall mean and refer to the AMENDED AND RESTATED RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR CORAL CANYON, which was recorded with the Washington County Recorder on April 3, 2002 as Entry Number 00759602, as the same is amended and supplemented from time to time.

1.15. **Master Project** shall refer to the Coral Canyon planned area development made subject to the Master Declaration.

1.16. **Mortgage** shall mean and refer to a mortgage, deed of trust, or trust deed or the act of encumbering any Views Lot or any property by a mortgage, trust deed, or deed of trust.

1.17. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.18. **Period of Declarant Control** shall mean and refer to a period of time commencing on the date this Tract Declaration is recorded and terminating on the occurrence of the earliest of the following events: (1) the date on which all of the Views Lots have been conveyed to purchasers, evidenced by a written statement from the Declarant, including Views Lots that may be included within the Additional Land, regardless of whether such Additional Land has been added to the Views Project; or (2) the Declarant executes and records a written document that terminates the Period of Declarant Control.

1.19. **Person** shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.20. **Plat** shall mean all of the official subdivision plats of the Views at Coral Canyon, filed and recorded in the official records of the Washington County Recorder's Office.

1.21. **Proceeding** shall mean and refer to a lawsuit, arbitration, mediation, or an administrative or governmental proceeding.

1.22. **Residence** shall mean and refer to a detached structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Views Lot which are used in connection with such Residence. The Residence shall include, without limitation, the attached garage, any mechanical equipment located outside said Residence but designed to serve only that Residence, and all utility lines or installations serving only the Residence.

1.23. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Tract Declaration.

1.24. **Supplemental Tract Declaration** shall mean a written instrument recorded in the records of the Washington County Recorder, which refers to this Tract Declaration and which amends, modifies, or supplements this Tract Declaration in accordance with its terms.

1.25. **Tract Declaration** shall mean and refer to this Tract Declaration of Covenants, Conditions, and Restrictions for Views at Coral Canyon, as may be amended from time to time.

1.26. **Views Assessment(s)** means and refers to an Annual Views Assessment, Views Special Assessment, Views Individual Assessment, Views Special Use Fee, or any other fees, fines, or charges assessed by the Board pursuant to this Tract Declaration with respect to the Views Project.

1.27. **Views Assessment Lien** shall mean and refer to the lien created and imposed by Section 7.1.

1.28. **Views Common Areas** shall mean the following, to the extent located within the Views Parcel and intended for the exclusive use and enjoyment of the Views Owners and Views Residents: all roadway improvements within the Views Project shown on the Plat as private roads and which are not accepted for dedication by a municipal authority; all land, and the improvements situated thereon, within the Views Project that Declarant designates as common areas on the Plat or other recorded instrument and other real property which the Association now or hereafter owns in fee for the benefit of Views Owners for as long as the Association is the owner of the fee, which may include, without obligation or limitation, Association signs or monuments, walkways, a pool, landscaped areas outside of the Views Lots, street signage, lighting detached from any Residence, sidewalks, and other similar improvements; and any real property or improvements within the Views Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Views Owners, as the Board shall determine in its sole and exclusive discretion, including, without limitation, all utility and service lines, systems and similar improvements, whether public or private-company owned, intended to serve more than one Views Lot regardless if located within the boundaries of a Views Lot. The Views Common Areas may be owned and maintained by the Association and some Master Project amenities and common areas may not be utilized by Views Members.

1.29. **Views Individual Assessment** shall mean the term set forth in Section 7.5.

1.30. **Views Lot** shall mean and refer to each of the individual lots within the Views Project, as shown on the Plat, with the exception of the Views Common Areas. Reference to a Views Lot shall include reference to the Residence and other improvements constructed thereupon where the context allows.

1.31. **Views Member** shall mean and refer to a Views Owner.

1.32. **Views Owner** shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Views Lot which is a part of the Views Project, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.33. **Views Parcel** as hereinbefore defined shall mean and refer to the real property legally described in Exhibit A.

1.34. **Views Project** as hereinbefore defined shall at any point in time mean, refer to the Views at Coral Canyon and shall include the Views Parcel, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.35. **Views Resident** shall mean and refer to (a) any tenant or lessee of a Views Owner actually residing on any Views Lot; and (b) the members of the immediate family of each Views Owner, lessee, and tenant actually living in the same household with such Views Owner, lessee, or tenant. Subject to such Views Rules as the Board may specify (including

the imposition of special nonresident fees for use of Views Common Areas if the Association shall so direct), the term Views Resident also shall include onsite guests or invitees of any such Views Owner, lessee, or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

1.36. **Views Rules** shall mean and refer to the rules, resolutions, regulations, policies, architectural guidelines, etc. adopted by the Board pursuant to this Tract Declaration.

1.37. **Views Special Assessment** shall mean and refer to any assessment levied and assessed with respect to any of the Views Project pursuant to Section 7.3.

1.38. **Views Special Use Fees** shall mean and refer to any fees charged by the Association for the use of the Views Common Areas.

ARTICLE II. PROJECT DESCRIPTION

2.1. **Submission.** The Declarant hereby confirms that the Views Parcel described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Declarant hereby declares that the Views Project and all of the Views Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Master Declaration and this Tract Declaration. This Tract Declaration shall be deemed a "Tract Declaration" pursuant to the terms and condition of the Master Declaration and is a subsidiary and supplemental to the Master Declaration, and the Views at Coral Canyon property is "Covered Property" within the meaning of the Master Declaration. This Tract Declaration shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Declarant, the Association, and each Views Owner, including their respective heirs, successors, and assigns.

2.2. **Name.** The Views Project, as submitted to the provisions of this Tract Declaration, shall be known as the Views at Coral Canyon. The Views Project is not a cooperative.

2.3. **Description of Improvements.** The improvements contained in the Views Project will be located upon the Views Parcel. The major improvements contained in the Views Project will include single family Views Lots, each with the option of building a single Residence thereon. Other Views Lots or Views Common Area may be added as reserved by the Declarant upon Additional Land. There are also Views Common Areas as further provided herein, along with other improvements detailed on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements at the Views Project. The Views Lots, their locations, and approximate dimensions are indicated on the respective Plats.

2.4. **Common Areas.** The Views Common Areas of the Views Project shall be as identified on the Plats and as defined in Article 1 above.

2.5. **Incorporation of Recitals.** The Recitals above are incorporated into and are a part of this Tract Declaration.

2.6. **Association.** It is intended that the Views Project and the Views Members will be subject to the Master Declaration and be members of the Association. While Views Members are members of the Association, they are not entitled to all benefits of such

membership. For example, access to the Master Project's clubhouse and pools is restricted, but access to the Master Project's parks and trails is included. Access to other Master Project amenities is subject to Board approval and agreement. Assessments paid to the Association by Views Owners regarding the Master Project will reflect those amenities to which access is given to Views Owners and Views Residents.

2.7 Exempt Property. All Views Exempt Property shall be exempt from Views Assessments.

2.7. Expansion of Project. The Views Project may be expanded by the Declarant in accordance with the provisions of Article XII.

ARTICLE III. LAND USE CLASSIFICATIONS

3.1 Land Use Classifications. The permitted Land Use Classification within the Views Parcel is established as follows:

- 1) **Single Family Residential.** The Land Use Classification for the Views Lots is "Single Family Residential".
- 2) **Common Areas.** The Land Use Classification for the Views HOA Tracts is "Views Common Areas".

ARTICLE IV. VIEWS COMMON AREAS; EASEMENTS

4.1 Conveyance of Views Common Areas. Following recordation of this Tract Declaration, Declarant shall convey the Views Common Areas to the Association and the Association shall hold such as Views Common Areas and not as Coral Canyon Residential Common Areas, as provided in Section 3.9 of the Master Declaration. From time to time, Declarant may convey easements, leaseholds, or other real property within the Views Project to the Association and upon such conveyance or dedication to the Association, such property shall be deemed a part of the Views Common Areas accepted by the Association and thereafter shall be maintained by the Association for the benefit of all the Views Members.

4.2 Easement of Enjoyment. Each Views Owner shall have a right and easement of use and enjoyment in and to the Views Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Views Lot and in no event shall be separated therefrom. Any Views Owners may delegate the right and easement of use and enjoyment described herein to any Views Residents. The foregoing grants and rights are subject to the following

4.3 Limitation on Easement. A Views Member's right and easement for the use and enjoyment of the Views Common Areas shall be subject to the following: limitations:

- 1) The right of the Association to charge reasonable Views Special Use Fees for the use of the Views Common Areas. Views Special Use Fees shall be set by the Board from time to time in its absolute discretion. Views Special Use Fees shall be charged only for actual entry upon or utilization of those Views Common Areas selected by the Board to be subject to Views Special Use Fees and shall be intended to collect revenue from the actual users of such selected Views Common Areas so that all of the costs of operating the selected Views Common Areas are not

borne by all of the Views Owners through Annual Views Assessments, but rather are borne, at least in part, by the Views Owners and Views Residents utilizing such selected Views Common Areas. Views Special Use Fees assessed against a Views Owner or Views Resident on such Views Owner's Views Lot shall also become part of the Views Assessment to which such Views Owner and such Views Owner's Views Lot is subject and secured by the Views Assessment Lien.

2) The right of the Association to impose reasonable limitations on the number of guests or invitees per Views Owner or Views Resident who at any given time are permitted to use the Views Common Areas.

3) The right of the Association to suspend voting rights and right to use the Views Common Areas by any Views Owner or Views Resident for any period during which any Views Assessment against his Views Lot remains unpaid, for a period not to exceed 60 days for any infraction of this Tract Declaration or the Views Rules; and for successive 60 day periods if any such infractions are not corrected during any preceding 60 day suspension period.

4) The right of the Association to regulate the use of the Views Common Areas through Views Rules and to prohibit access to those Views Common Areas such as landscaped areas not intended for use by the Views Owners or Views Residents.

5) The right of the Association to dedicate or transfer all or any part of the Views Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. During the Period of Declarant Control, any such dedication or transfer may take place in the sole discretion of the Declarant without any assent from the Views Owners. Following the Period of Declarant Control, any such dedication or transfer must be assented to by two-thirds (2/3) of the Views Owners.

6) The right of Washington County and any other governmental or quasi-governmental body having jurisdiction over the Views Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Views Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service.

4.4. **Association Easement.** The Association, its Board, Manager, employees, agents, and contractors shall have non-exclusive easements to use the Views Common Areas to perform their duties as assigned by the Board.

4.5. **Easement for Utility Services.** The Views Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

4.6. **Easements for Encroachments.** If any portion of the Views Common Areas structure or improvement encroaches upon any Views Lot, or if any structure or improvement of a Views Lot encroaches upon any other Views Lot or the Views Common Area as a result of the manner in which the improvements were initially approved and constructed or due to

settling, shifting, alteration, replacement, repair, or restoration by the Association, a valid easement for encroachment and maintenance of such encroachment, shall exist for the life of the improvement or structure.

4.7. Compliance with Restrictions and Rules. Each Views Owner and Views Resident shall comply with the Restrictions imposed by this Tract Declaration and shall fully and faithfully comply with the Views Rules.

ARTICLE V. THE ASSOCIATION

5.1. Association Rights and Powers. The Association shall have such rights and powers as are set forth in this Tract Declaration, which shall include all rights and powers as may be reasonably necessary in order to affect the purposes of the Association as set forth in this Tract Declaration.

5.2. Views Property Funds.

1) **Purpose.** The Association shall apply all funds and property collected and received by it (including the Annual Views Assessments and Views Special Assessments, fines, loan proceeds, and all funds and property received by it from any other source) with respect to the Views Project (collectively, "Views Property Funds") for the purposes and uses authorized by this Tract Declaration or otherwise for the common good and benefit of the Views Project and the Views Owners. Subject to this Tract Declaration and the Articles and Bylaws, the Association may expend Views Property Funds in any manner permitted under the laws of the State of Utah.

2) **Separate Funds.** All Views Property Funds shall be maintained by the Association in accounts separate from, and shall be accounted for separately from, all other Association funds.

3) **Borrowing Power.** The Association may borrow money in connection with its obligations with respect to the Views Project in such amounts at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate; provided, however, no loan in an amount in excess of \$20,000 shall be contracted until approved by at least, a majority of all Views Owners.

4) **Spending Views Property Funds.** The Association shall not be obligated to spend in any year all Views Property Funds received by it in such year and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of a Views Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association, with respect to its duties and obligations pursuant to this Tract Declaration and the accomplishment of its purposes as they relate to the Views Project.

5.3. Maintenance.

1) **By Association.**

a) The Association shall maintain and otherwise manage all Views Common Areas and the improvements thereupon.

b) The Board shall use a reasonably high standard of care in providing for the repair, management, and maintenance of the Views Common Areas, but the Board shall be the sole judge as to the appropriate maintenance of all such areas. The Views Common Areas shall be used at the risk of the user, and Declarant and the Association shall not be liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.

2) By Views Owners. Each Views Owner shall have the obligation to provide exterior and interior maintenance of the Views Lot and all improvements thereupon, including but not limited to: the dwelling, exterior building surfaces, foundations, roofs, driveways, and utility lines that solely service the Views Lot or Residence. As necessary or desirable, each Views Owner shall paint, repair, and otherwise maintain the exterior of his/her Residence and shall maintain, repair, and replace all mechanical and utility facilities serving the Views Lot. The Association shall not be responsible to maintain any landscaping on a Views Lot, except at the discretion or approval of the Board. Views Owners shall also be responsible to maintain, repair, and replace any fences located on their Views Lot. The cost and responsibility to maintain, repair, and replace any portion of such fence, which serves benefits, or bounds only one Views Lot shall be borne exclusively by the Views Owner bounded thereby. When such fences serve, benefit, or otherwise mark a boundary of two or more Views Lots, the responsibility and cost to maintain, repair, and replace the shared portion of such fences shall be borne equally by all Views Owners bounded thereby. Views Owner required maintenance shall be performed pursuant to the requirements of this Tract Declaration, Views Rules, and any Design Guidelines. The Association shall have the power and authority without liability to any Views Owner for trespass, damage, or otherwise, to enter upon any Views Lot for the purpose of maintaining and repairing such Views Lot or any improvement thereon (including a Residence); but only if the Views Owner fails to maintain and repair such Views Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Views Lot in violation of this Tract Declaration or any Views Rules or Design Guidelines. All costs incurred by the Association may be added to and become part of the Views Assessment appurtenant to the Views Lot and shall be secured by a Views Assessment Lien.

3) Maintenance Costs. If the need for maintenance or repair of Views Common Areas, structures, or other property maintained by the Association is caused by the intentional or negligent act of any Views Owner or any Views Resident, the cost of such maintenance or repairs may be added to and become part of the Views Assessment to which such Views Owner and the Views Owner's Lot is subject and shall be secured by the Views Assessment Lien.

4) Other Services. In the sole discretion of the Board, the Association may provide or contract for such services to be of benefit to the Views Project, including, without limitation, landscaping and garbage/trash removal services for all Views Lots.

5.4. Insurance. The Board shall obtain insurance as required in this Tract Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Tract Declaration. Different policies may be obtained from different insurance carriers and standalone policies

may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies.

1) **Property Insurance.** The Association shall maintain a blanket policy of property insurance covering the Views Common Areas and all improvements and equipment thereon that are the obligation of the Association to maintain. The Association may maintain broader coverage if afforded by the insurance contract.

a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in Views Common Areas or otherwise permanently part of or affixed to Views Common Areas.

b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

d) The Association shall have no obligation to obtain or maintain any insurance covering Views Owners' personal and real property, including the residences, and each Views Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

2) **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Views Owners, against liability incident to the use, ownership or maintenance of the Views Common Areas or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence.

3) **Named Insured.** The named insured under any policy of insurance shall be the Association.

4) **Right to Negotiate All Claims & Losses & Receive Proceeds.** The Association is hereby irrevocably appointed and authorized by the Views Owners to adjust all claims arising under insurance policies purchased by the Association with respect to the Views Project and its activities under this Tract Declaration and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority to negotiate losses under any

policy purchased by the Association. All proceeds from insurance acquired by the Association pursuant to this Section 5.4 shall be payable to the Association. Any proceeds resulting from damage to the Views Common Areas shall be used to repair the damage, unless otherwise approved by a majority of the Views Owners who are voting at a meeting called for such purpose. Any excess proceeds may be retained by the Association as reserves or to reduce future Views Assessments or, if distributed to the Views Members, such proceeds shall be distributed to them and their Mortgagees as their interests may appear at a uniform rate.

5.5. Views Rules. The Board shall have the authority to adopt and establish Views Rules as it may deem necessary for the maintenance, operation, management, and control of the Views Project. The Views Rules may restrict and govern the use of the Views Common Areas by any Views Owner or Views Resident or by their respective family members, invitees, or tenants. The Views Rules may not be inconsistent with this Tract Declaration, the Master Declaration, the Articles of Bylaws. Upon adoption, the Views Rules shall have the same force and effect as if they were set forth in and were a part of this Tract Declaration. The Board may from time to time alter, amend, and repeal such Views Rules and use their best efforts to see that they are strictly observed by all Views Owners and Views Residents. Views Owners and Views Residents are responsible to ensure that their family members, guests, and invitees strictly observe the Views Rules then in effect as well as the covenants and restrictions of the Tract Declaration and shall be jointly and severally liable for their violations and resulting fines. During the Period of Declarant Control, Views Rules and Design Guidelines may be adopted without being subject to the requirements of Utah Code §57-8a-217.

5.6. Right of Entry and Inspection. During reasonable hours and upon reasonable notice to the Views Owner or Views Resident, the Association, through its Board, any Board Member, the Declarant, Manager, or any authorized representative of any of them, shall have the right to enter upon and inspect any Views Lot, and the improvements constructed or being constructed thereon (except for the interior portions of any completed and occupied Residence), to determine compliance with this Tract Declaration, the Master Declaration, and the Views Rules and such persons shall not be deemed guilty of trespass by reason of such entry. In addition, the Association shall have an easement and right of entry upon any Views Lot at any time without notice in order to perform emergency repairs. Failure to respond to Board demands to comply may be deemed an emergency. Views Owners shall be responsible for any costs incurred by the Association as a result of entering a Views Lot under this Section and shall indemnify and hold harmless the Association, Board Member, Declarant, Manager, or any authorized representative of any of them for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

ARTICLE VI. VOTING

6.1. Voting. Except as otherwise disallowed in this Tract Declaration or limited by the Special Declarant rights reserved by the Declarant, voting with respect to any matters relating to the Views Project and this Tract Declaration shall be limited to only the Views Members but shall otherwise be in accordance with the provisions of Article 8 of the Master Declaration, as if such Article 8 only applied to the Views Members.

ARTICLE VII. BUDGET AND ASSESSMENTS

7.1. **Covenant to Pay Assessments.** Each Views Owner, by the acceptance of a deed to a Views Lot, whether or not it be so expressed in the deed, hereby covenants and agrees to pay to the Association all Views Assessments levied against such Views Lot. Each Views Assessment, which is the obligation of a Views Owner hereunder, together with interest, late fees, costs, collection agency fees, and reasonable attorneys' fees of the Association incurred in connection with the enforcement and collection thereof or in otherwise enforcing this Tract Declaration, shall be a charge and continuing lien upon the Views Lot with respect to which such Views Assessment is made. All Views Assessments shall be the personal obligation of the Person who is the owner of such Views Lot at the time the Views Assessment falls due. No Views Owner may exempt himself or his Views Lot from liability for payment of Views Assessments by waiver of his rights concerning the Views Common Areas or by abandonment of his Views Lot. In a voluntary conveyance of a Views Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Views Assessments, late payment fees, interest, and costs of collection, including reasonable attorney fees, which shall be a charge on the Views Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

7.2. **Annual Views Assessments.** In order to provide funds for the uses and purposes specified in this Tract Declaration, each year the Board shall prepare, or cause the preparation of, and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Views Common Areas and for the administration, management, and operation of the Views Project. The Annual Views Assessment shall be in the sole discretion of the Board. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to the Views Owners within thirty (30) days after adoption. The amount of any Annual Views Assessments.

7.3. **Views Special Assessments.** In addition to the Annual Views Assessments, the Board may levy a Views Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Views Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Views Common Areas; or for any other expense incurred or to be incurred as provided in this Tract Declaration. Views Special Assessments over one-thousand dollars (\$1,000) in a calendar year must be approved and assented to by a majority of the Views Members present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Views Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Views Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.

7.4. **Allocation of Views Assessments.** Annual Views Assessments and Views Special Assessments shall be fixed at a uniform rate for all Views Lots, unless otherwise provided in the Tract Declaration.

7.5. **Views Individual Assessments.** In addition to Annual Views Assessments and Views Special Assessments authorized above, the Board may levy "Views Individual Assessments" against a Views Lot and its owner for: (a) administrative costs and expenses

incurred by the Board in enforcing the Tract Declaration or Views Rules against the Views Owner or Views Resident or their guests; (b) costs associated with the maintenance, repair, or replacement of Views Common Areas caused by the neglect or actions of a Views Owner or Views Resident or their guests; (c) any other charge, fine, fee, expense, or cost designated as a Views Individual Assessment by the Board, including, without limitation, action taken to bring a Views Lot owner into compliance with the Tract Declaration and Views Rules; (d) nonpayment of a "reinvestment fee"; (e) costs of providing services to the Views Lot upon request of the Views Owner; and (f) attorney's fees, court or collection costs, fines, and other charges relating thereto as provided in this Tract Declaration. The aggregate amount of any such Views Individual Assessment shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Views Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Views Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Views Individual Assessment against the Views Lot(s) benefited, unless such work was necessitated by the Views Owner's or Views Resident's or their guests' negligence. The Association may (but is not required to), in the sole discretion of the Board, provide landscaping maintenance to Views Lots. The cost of any landscape maintenance provided to a specific Views Lot shall be deemed an Individual Assessment and may be collected as such.

7.6. **Declarant's Exemption.** Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay any Views Assessments on any Views Lot owned by it until such time as the Declarant elects in writing to pay Views Assessments, and only for so long as the Declarant elects to pay Views Assessments.

7.7. **No Offsets.** All Views Assessments shall be payable in the amount specified by the Board and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association owes the Views Owner money, or that the Association is not properly exercising its duties and powers as provided in this Tract Declaration.

7.8. **Certificate Regarding Payment.** Upon the request of a Views Owner, prospective purchaser, Mortgagee, or encumbrancer of a Views Lot, the Association shall issue a certificate stating whether all Views Assessments respecting such Views Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Views Owner, prospective purchaser, Mortgagee, or encumbrancer of a Views Lot a reasonable fee of up to twenty-five dollars (\$25) or an amount greater if so provided in the Act.

7.9. **Rules Regarding Billing and Collection Procedures.** The Board shall have the right to adopt Views Rules setting forth procedures for billing and collection of Views Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to a Views Owner shall not relieve any Views Owner of liability for any Views Assessment or charge under this Tract Declaration. Views Assessments shall be paid in a timely manner. Payments are due in advance on dates established by the Board. Payments are delinquent if received more than ten (10)

days from the date that they became due. Whenever a Views Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

7.10. **Collection Charge.** If the Association does not otherwise adopt or establish billing and collection procedures in the Views Rules, the following shall apply: Delinquent accounts shall be charged a twenty-five dollar (\$25) late fee each month until the Views Owner's account (including all collection charges, costs, and attorney fees) are paid in full. Interest may accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, attorney fees, and/or late fees shall constitute part of the Assessment lien provided above until paid. The Association may by Views Rules increase the amount of the late fee described above.

7.11. **Collection Action at Law.** The Association may exercise any or all of the following remedies to collect delinquent Views Assessments:

- 1) The Association may suspend such Views Owner's voting rights.
- 2) The Association shall have a lien against each Views Lot for any Views Assessment levied against the Views Lot and any fines or other charges imposed under this Tract Declaration against the Views Owner of the Views Lot from the date on which the Views Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Tract Declaration. At any time, any Views Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Washington County, Utah against the Views Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Views Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to a Views Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the Tract Declaration was recorded; a first or second security interest on the Views Lot secured by a Mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Views Lot. The Association through its duly authorized agents, may bid on the Views Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Views Lot.
- 3) The Association may bring an action to recover a money judgment for unpaid Views Assessments, fines, and charges under this Tract Declaration against the Views Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.
- 4) If the delinquent Views Owner is leasing his Views Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Views Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Views Owner for such Views Assessments to the extent of the amount so paid.
- 5) The Association may terminate utilities paid out of the Common

Expense and the right to use the Views Common Areas.

6) Payments shall be credited first to collection costs (including attorney fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

7) The Association shall have any other remedy available to it whether provided in the other governing documents of the Views Project, the Act, other law, or in equity.

7.12. Power of Sale. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §§ 57-1-20 and 57-8a-302, a Views Owner's acceptance of an interest in a Views Lot constitutes a simultaneous conveyance of the Views Lot in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Views Assessments under the terms of this Tract Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

7.13. Reserve Account. From the Annual Views Assessments received by the Association, the Board shall establish such reserve funds in such amounts as the Board deems reasonably prudent for the maintenance, repair and replacement of the Views Common Areas and for other Association purposes relating to the Views Project. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a reserve account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law. Notwithstanding the foregoing, such reserve fund duties and obligations shall not apply to the Association and Board during the Period of Declarant Control.

7.14. Reinvestment Fee. The Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section and Utah Code §57-1-46. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

1) Upon the occurrence of any sale, transfer, or conveyance of any Views Lot as reflected in the office of the County recorder, regardless of whether it is pursuant to the a sale of the Views Lot or not (as applicable, a "Transfer"), but excluding the initial sale or Transfer by or to Declarant or an affiliate or successor of Declarant, the party receiving title to the Views Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board in the Views Rules, provided that in no event shall the Reinvestment Fee exceed 0.5% of the value of the Views Lot, or the maximum rate permitted by law.

2) Notwithstanding anything to the contrary contained in this Section, the Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below:

a) Any Transfer to (a) the United States or any agency or instrumentality thereof, or (b) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah.

b) Any Transfer to the Association or its successors.

c) Any Transfer, whether outright or in trust, that is for the benefit of the transferor or the transferor's relatives, but only if the consideration for the Transfer is no greater than 10 percent of the value of the Views Lot transferred.

d) Any Transfer or change of interest by reason of death, whether provided for in a will, trust, or decree of distribution, except for a sale of the Views Lot by the estate of an Views Owner.

e) Any Transfer made solely for the purpose of confirming, correcting, modifying, or supplementing a Transfer previously recorded, removing clouds on titles.

f) Any lease of any Views Lot or portion thereof for a period of less than thirty (30) years.

g) Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.

h) Any Transfer in connection with (a) the foreclosure of a deed of trust or mortgage, or (b) a deed given in lieu of foreclosure.

i) An involuntary transfer.

j) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity.

3) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as a Views Individual Assessment for collection purposes.

7.15. **Association Responsibility after Foreclosure.** If the Association takes title to a Views Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Views Lot that are otherwise applicable to any other Views Owner, including but not limited to obligations to pay Views Assessments, taxes, or insurance, or to maintain the Views Lot. By taking a security interest in any Views Lot governed by this Tract Declaration, Mortgagees cannot make any claim against the Association for nonpayment of taxes, Views Assessments, or other costs and fees associated with any Views Lot if the Association takes title to a Views Lot related to a failure to pay Views Assessments.

7.16. **Homestead Waiver.** Pursuant to Utah Code §57-8a-301, and to the extent any liens are created pursuant to this Tract Declaration, whether such liens are now in existence or are created at any time in the future, each Views Owner waives the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

7.17. **Master Declaration Assessments: Declarant Exemption.** The Views Assessments provided for in this Tract Declaration are in addition to any "Assessments" levied and payable pursuant to the Master Declaration. The Declarant however shall not be required to pay any Master Declaration Assessments on any Views Lot owned by it until such time as the Declarant elects in writing to pay such Assessments, and only for so long as the

Declarant elects to pay such Assessments. Views Common Areas are exempt from any Assessments and Views Assessments.

7.18. Views Exempt Property. Views Common Areas shall be exempt from all Assessments and Views Assessments.

ARTICLE VIII. USE RESTRICTIONS

8.1. Use of Common Areas. The Views Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Views Lots.

8.2. Use of Lots. All Views Lots are intended to be improved with a single-family Residence and are restricted to such use unless approved by the Board to the contrary. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Views Lot without the prior written consent of the Board and applicable governmental entities. However, the Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that: only normal residential activities would be observable outside of the Residence; the business activity does not involve persons coming on to the Views Project who do not reside in the Views Project; the business activity does not involve the solicitation of Views Owners or Views Residents; the business will not result in the increase of the cost of the Association's insurance; and that the activities would not be in violation of applicable local ordinances.

8.3. Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Views Lot, or Views Common Areas, nor shall anything be done or placed on any Views Lot or Views Common Areas which interferes with or jeopardizes the quiet enjoyment of other Views Lots or the Views Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Views Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Views Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Views Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

8.4. Recreational Vehicles. Except for loading and unloading purposes up to twenty-four (24) hours, boats, trailers, motorhomes, large trucks, commercial vehicles, or the like belonging to Views Owners or Views Residents may be parked on the Views Owner's or Views Resident's Views Lot if substantially screened from the front view of the Residence. The Board is authorized to determine whether any such screening is satisfactory or not. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Views Lot, street, or other Views Common Area, except for emergency repairs or repairs performed within a garage.

8.5. Pets. Up to two (2) common domestic pets per Views Lot is allowed. No pets, animals, livestock, or poultry of any kind shall be bred in, on, or about the Views Project. The Board may adopt Views Rules adding further restrictions related to pets not inconsistent with this Tract Declaration including but not limited to requirements for registration and the use of leashed and noise barking limitations, animal size restrictions, and allowed animal types. All

pets must be registered in advance with the Association. All pets must be properly licensed and registered with the appropriate governmental agency and must abide by all pet Views Rules adopted by the Board from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Views Common Areas of another Views Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it molests or harasses a passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Views Common Area and shall be leashed whenever outside a Views Lot.

8.6. **Nuisances.** No resident shall create, maintain or permit a nuisance in, on or about the Views Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes, but is not limited to, the following:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Views Lot or the Views Common Areas;
- 2) The storage of any item, property or thing that will cause any Views Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;
- 4) The storage of any substance, thing or material upon any Views Lot or in the Views Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Views Project;
- 5) The creation or maintenance of any noxious or offensive condition or activity in or about any Views Lot or the Views Common Areas;
- 6) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;
- 7) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invitees;
- 8) Too much noise in, on or about any Views Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m., or use of outside speakers or amplifiers;
- 9) Too much traffic in, on or about any Views Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;
- 10) Allowing a pet to be unleashed while outside a fenced Views Lot;

11) Continuous barking, meowing, or other animal noises;

12) Allowing a pet to urinate or defecate in the Views Common Areas or another Views Lot, or failing to immediately clean any feces deposited by a pet in the Common Area.

8.7. **Signs.** The Association may regulate and restrict signs in the Views Project. Unless otherwise designated in the Views Rules, lawn signs are prohibited, except "For Sale" or "For Rent" signs that may be placed in the front yard of a Views Lot, or as directed by the Board. All other signs may only be erected or maintained in the Views Project, whether in a window or otherwise, with the prior approval of the Board. Signs may not exceed 24" X 24" in size.

8.8. **Trash Containers and Collection.** All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from the street view except to make them available for collection and then only for the shortest time necessary to effect such collection. The Association may adopt additional Views Rules for the storage and concealment of trash containers.

8.9. **Parking.** Views Owners and Views Residents must first use their garages before other vehicles may be parked outside of the garage. Overnight parking is prohibited on the streets within the Views Project. Vehicles may be temporarily parked on the streets within the Views Project during daytime hours, but at no time shall any vehicle be parked at an entrance to or in front of a garage or walkway or at any other location within the Views Project, which would impair vehicular or pedestrian access, or snow removal. Common Area parking stalls (if any) shall be subject to and governed by Views Rules, and may be assigned by the Board. The Association may charge a fee for the use of any assigned parking stalls, which are intended to be used as vehicle parking spaces only and are restricted to such use. The Board may adopt additional Views Rules relating to the parking of vehicles within the Views Project, including, without limitation: the size and dimensions of the vehicles parked within the Views Project; the admission and temporary parking of vehicles within the Views Project; the use of the undesignated parking spaces identified on the Plat, if any, including, without limitation, the right to loan or license the visitor parking spaces in the discretion of the Board; the right to remove or cause to be removed any vehicles that are improperly parked; the time visitor spaces may be used; and the assessment of charges to Views Owners and Views Residents who violate, or whose invitees violate, such Views Rules.

8.10. **No Patio / Deck Storage.** No observable outdoor storage of any kind shall be permitted on front yards, porches, etc., which may be seen from the road or another Views Lot except for patio furniture and portable barbecue grills in good condition which may be maintained on backyard patios. Said patio furniture shall conform with standards set by the Architectural Control Committee.

8.11. **Window Coverings.** Every Views Owner shall be obligated to ensure that window coverings are installed within their Residence within one (1) month of purchasing or taking possession. Furthermore, the Board is authorized to adopt and implement reasonable Views Rules pertaining to the type, color, material, etc. of window coverings.

8.12. **Leases.** The leasing of Views Lots is permitted. Any agreement for the leasing, rental, or occupancy of a Views Lot (hereinafter in this Section referred to as a "lease") shall be in writing. Upon request of the Board, a copy of any leasing agreement shall be provided to the Board along with the name and contact information for all adult tenants, vehicle information of the tenants, and any other information deemed necessary by the Board. No Views Owner shall be permitted to lease his/her Views Lot for transient, hotel, or seasonal purposes. All leases shall be for an initial term of no less than thirty (30) days. Daily or weekly rentals are prohibited. No Views Owner may lease individual rooms to separate persons or less than his or her entire Views Lot. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. Within 10 days after delivery of written notice of the creation of a nuisance or violation of the Governing Documents, the Views Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. If the Views Owner fails to act accordingly, the Board may initiate eviction Proceedings on behalf of the Views Owner, and through this Tract Declaration the Views Owner hereby assigns the Association the authority to do so. Timeshare interests are prohibited. The Declarant and those parties contracted with the Declarant for the development of Views Lots or the construction of residences are not subject to the terms of this Section.

8.13. **Energy Conservation Equipment.** Solar energy collector panels and attendant hardware or other energy conservation equipment shall be prohibited from being constructed or installed on any Views Lot in the Views Project. Notwithstanding the forgoing, if the Board elects to allow energy conservation equipment in the Views Project, then the Board may adopt Views Rules for the installation of solar panels or other energy conservation equipment in the Design Guidelines. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the Views Lot or Residence. Solar panels or other equipment shall not be installed so as to be visible from any Views Lot or street in the Views Project without prior approval from the Board as a variance. The Board shall have the sole discretion to determine compliance with the Design Guidelines.

8.14. **Variances.** The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article if the Board determines in its discretion (by unanimous vote): (1) either that the restriction would create an unreasonable hardship or burden on an Views Owner or Views Resident, or that a change of circumstances since the recordation of this Tract Declaration has rendered such restriction obsolete and unreasonable to enforce; and (2) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the other Views Owners or Views Residents of the Views Project and is consistent with the high quality of life intended for residents of the Views Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then-existing Board. No variance may be granted that is inconsistent with the Act.

ARTICLE IX. ARCHITECTURAL CONTROLS

9.1. **Design Guidelines.** The Board may adopt Design Guidelines for the purpose of maintaining a consistent character and quality of appearance of the improvements within the Views Project.

1) The Declarant shall have sole and full authority to amend the Design Guidelines during the Period of Declarant Control. The Declarant's right to amend the Design Guidelines shall continue even if it delegates reviewing authority to the Board. Upon termination or delegation of the Declarant's right to amend, the Board shall have the right to amend the Design Guidelines.

2) The Design Guidelines may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Board. The Design Guidelines may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values.

3) Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended.

9.2. **Declarant's Exemption.** Nothing contained in this Tract Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Views Project. Furthermore, the provisions of this Tract Declaration which prohibit or restrict non-residential use of Views Lots, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant and/or other persons engaged in the construction of improvements within the Views Project so long as the location of such model homes and the opening and closing hours are approved by the Board, and the construction, operation and maintenance of such model homes otherwise complies with all of the provisions of this Tract Declaration. The Declarant may also permit Views Lots and other areas to be used for parking in connection with the showing of model homes so long as such parking and parking areas are in compliance with city ordinances and any Views Rules. Any residences constructed as model homes shall cease to be used as model homes at any time the Views Owner thereof is not actively engaged in the construction and sale of residences within the Views Project, and no home shall be used as a model home for the sale of homes not located within the Views Project.

9.3. **Variations.** The Declarant and Board may authorize variances from compliance with any of the architectural provisions of this Tract Declaration or Design Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any restrictions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect a Views Owner's obligation to comply with all governmental laws and regulations.

9.4. **Liability for Damages.** The Declarant and Board shall not be held liable for damages because of any action, inaction, approval, or disapproval by it made pursuant to this Article.

ARTICLE X. ENFORCEMENT

10.1. **Enforcement of Tract Declaration, Views Rules, and Others.** The Association or any Views Owner shall have the right to enforce, by Proceedings at law or in equity, each provision of this Tract Declaration, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The Association or any Views Owner shall also have the right to enforce by Proceedings at law or in equity the provisions of the Views Rules and any respective amendments thereto. The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees.

ARTICLE XI. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything contrary contained herein, the following provisions apply:

11.1. **Title in Mortgagee.** Any first Mortgagee who obtains title to a Views Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Views Assessments or charges which accrue prior to the acquisition of title of such Views Lot by the Mortgagee. However, such first Mortgagee shall be responsible for all Assessments levied while it holds title to the Views Lot.

11.2. **Notice of Default by Views Owner.** In the event a Views Owner neglects for a period of sixty (60) days or more to cure any failure on his part to perform his obligations under this Tract Declaration or other Governing Documents, the Association, upon written request from the Mortgagee, shall give written notice of such fact to the Mortgagee covering such Views Owner's Views Lot.

11.3. **No Priority.** No provision herein is intended, nor shall it be construed, to give any Views Owner, or any other party, priority over any rights of the first Mortgagee of a Views Lot pursuant to its Mortgage in the case of a distribution to such Views Owner of insurance proceeds or condemnation awards for losses to or a taking of Views Common Areas.

ARTICLE XII. SPECIAL DECLARANT RIGHTS

12.1. **Improvements.** Declarant hereby reserves the right, without obligation, to construct:

- 1) Any improvements shown on the Plat;
- 2) Any Residence upon any portion of the Additional Land, and subject to the requirements of Section 12.2, the addition of the same to the Views Project; and
- 3) Any other buildings, structures, or improvements that Declarant desires to construct on the Views Parcel, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Views Project.

12.2. **Expandable Project.** The Declarant herewith expressly reserves the right and option to expand the Views Project by the addition of Additional Land, or portions thereof,

and Views Lots and residences to be constructed thereon, all in accordance with the provision of this Section.

1) The Views Project may be expanded by the addition of real property designated by Declarant. Such real property or portions thereof where applicable being referred to as "Additional Land".

2) Expansion of the Views Project by the Declarant is without limitation, except as set forth in this Section, and shall be effective without prior approval of the Association or any Views Owner.

3) Declarant's right to expand the Views Project as provided in this Section shall not expire until the Declarant elects in writing to not add the Additional Land to the Views Project.

4) The Additional Land may be added in total or in part, and in any order as Declarant may determine. Such Additional Land (or any portion thereof) may be added at any time within the period allowed for expansion of the Views Project.

5) All improvements upon Additional Land shall be made in such a manner as to conform to all governmental regulations appertaining thereto, but such improvements may be located upon the Additional Land, or any portion thereof, in such manner as the Declarant deems appropriate in its sole discretion, subject to the requirements contained herein. All additional Views Lots and residences to be constructed upon Additional Land will be constructed for or are to be designated exclusively for residential use.

6) All improvements erected upon any Additional Land added to the Views Project will be compatible with the improvements then upon or to be constructed upon the Views Parcel, all such additional improvements to be approximately equal to or better in terms of quality of construction and materials to be used. Notwithstanding the above, no assurances can be made by the Declarant in every instance that such structures and improvements will be identical in all regards.

7) Declarant consents and agrees that any Views Lot within the Views Project and upon Additional Land will be similar in all material respects to those presently contained or to be constructed upon the Views Project and shown on the Plat.

8) The Declarant simultaneously with the submission of Additional Land to the Views Project shall prepare and record in the Washington County records, a supplemental Plat pertaining to such Additional Land to be added showing the location and dimensions of each Views Lot created from and located upon such Additional Land.

9) Simultaneously with the recording of said supplemental Plat, the Declarant shall duly execute, acknowledge, and record a Supplemental Tract Declaration setting forth that an expansion of the Views Project has occurred. Such Supplemental Tract Declaration shall include, in addition to any requirements of the Act, the following: (i) if now shown on the supplemental Plat, a legal description of the Additional Land added to the Views Project; (ii) the designation of each Views Lot created from and included within the Additional Land.

12.3. Other Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Tract Declaration and the Governing

Documents and shall include, and regardless of anything in the Tract Declaration or Master Declaration to the contrary, the following rights which shall remain in effect for the maximum period allowed by law:

- 1) the right to maintain sales offices, model homes, and signs advertising the Views Project or any Views Lot at any location in the Views Project;
- 2) the right to use easements through the Views Common Areas as set forth in this Tract Declaration;
- 3) the exclusive right to veto Board decisions relating to the Views Project during the Period of Declarant Control;
- 4) unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents;
- 5) the right to withdraw land from the Views Project for up to fifteen (15) years from the date this Tract Declaration is recorded in the office of the Washington County Recorder;
- 6) the right to veto Views Rules and Design Guidelines adopted by the Board; and
- 7) the right to exert any right allowed to the Board or the Association pursuant to the Act and this Tract Declaration.

12.4. Exercising Special Declarant Rights. Declarant may exercise the Special Declarant Rights at any time prior to the later to occur of the date on which the Period of Declarant Control expires or the date when the Declarant relinquishes such rights in writing. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Views Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Views Project. Notwithstanding anything to the contrary contained in this Tract Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Tract Declaration, without the consent of the Association or any of the Views Owners.

12.5. Interference with Special Declarant Rights. Neither the Association nor any Views Owner may take any action or adopt any Views Rules or Design Guidelines that interferes with or diminishes any Special Declarant Right contained in this Tract Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

12.6. Limitation on Improvements by Association. Until such time as the earlier of the following events occur: (a) termination of the Period of Declarant Control, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Views Common Areas created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Views Common Areas as originally constructed or created by Declarant.

12.7. Transfer of Special Declarant Rights. The Declarant may transfer, convey, or assign its rights created or reserved under this Tract Declaration to any Person.

12.8. **Changes by Declarant.** Nothing contained in this Tract Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Views Lot prior to the contracting for the conveyance of such to a purchaser.

12.9. **Easements Reserved to Declarant.**

1) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Views Common Areas, and over those strips of land running along the front, rear, side, and other Views Lot lines of each Views Lot shown on the Plat.

2) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Views Project and the Views Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Views Lot, or in the area or on the area in which the same is located.

3) Easement granting the privilege of entering upon the Views Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

4) The reservation to the Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over, and across the Views Common Areas for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Views Project and the provision of utility services, and related services and facilities.

5) The Declarant reserves unto itself and its successors and assigns, the right to dedicate all roads, streets, alleys, rights of way, or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Views Lot(s) in the Views Project except as set forth in this Tract Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

6) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Views Lot and grade a portion of such Views Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Views Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

12.10. **Dispute Resolution.** Declarant, Association, its officers and directors, and all Views Owners (each a "Bound Party" as used in this Section) agree to encourage the

amicable resolution of any disputes, grievances, and claims regarding the design, initial construction, condition, or sale of any part of the Views Project or any improvements thereon ("Claims") involving any Bound Party without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to the following mandatory procedures for resolving all Claims.

(a) Any Bound Party initiating a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and Respondent referred to herein being individually referred to as a "Party" or collectively referred to as the "Parties") shall notify each Respondent in writing ("Notice"), stating plainly and concisely:

- i. The nature of the Claim, including the Persons involved and Respondent's role in the Claim;
- ii. The legal basis of the Claim (i.e. the specific authority out of which the Claim arises);
- iii. The proposed remedy;
- iv. The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and
- v. That the person alleged to be responsible shall have one hundred and eighty (180) days to cure or resolve the claim.

(b) Within sixty (60) days of providing the Notice, the Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(c) In the event that the Claim is not resolved within sixty (60) days following the meeting or in a time period as agreed to by the parties; or if the meeting fails to take place within the time period required above despite good faith efforts, except for any Claim that may be filed by the Association against the Declarant or an affiliate of the Declarant, the Claimant may proceed with a Proceeding against the Respondent following one hundred and eighty (180) days of the original notice.

(d) Before initiating any Proceeding for any Claim against the Declarant or an affiliate of Declarant, the Association shall:

- i. Provide full disclosure in writing to all Views Owners of all material information relating to the Claim, which includes without limitation, a statement describing the nature of the Claim, the manner in which the Claim will be funded and a statement describing any demands, notices, offers to settle or responses to offers to settle made either by the Association or the Declarant or its affiliate, if applicable;
- ii. Call and hold a special meeting of the Views Owners to discuss the Claim and disclosures, and provide at least 72 hours' notice to each Bound Party of such meeting, and permit a representative of each Bound Party to attend the special meeting;

iii. Receive approval from at least two-thirds (2/3) vote of all Views Owners, who must be present in person or by proxy at the special meeting, to initiate any Proceeding of the Claim against the Declarant and/or its affiliate, if applicable.

(e) Any post-turnover litigation involving the Bound Parties shall strictly comply with each of the provisions of this Section. The parties hereby covenant, stipulate, and agree that in the event the Bound Parties fail to satisfy the prerequisites set forth herein, the non-compliant party will indemnify, defend, hold harmless, and exculpate the other Bound Party to the fullest extent permissible by law, and the non-breaching Bound Party shall be entitled to recover any and all attorney fees and costs expended as a result of enforcing this Section, which fees and costs may include, without limitation, pre-litigation attorney fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. The Bound Parties further covenant, stipulate, and agree that failure to comply with this Section herein will result in damages to Declarant including, without limitation, reputational harm, lost revenues, and loss of business and sales opportunities.

(f) Any provision in this Tract Declaration notwithstanding: (1) other than as set forth in this Section, the Association shall have no power whatsoever to institute, prosecute, maintain or intervene in any Proceeding; and (2) any institution, prosecution or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section, shall be unauthorized and *ultra vires* (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any Board Member who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution or maintenance of, or intervention in, the Proceeding; and (3) this Section may not be amended or deleted at any time without the express prior written approval of: (a) not less than sixty-seven percent (67%) of the total voting power of the Views Owners, (b) not less than seventy-five percent (75%) of the Association Board, and (c) the Declarant during the Period of Declarant Control. Any purported amendment or deletion of this Section or any portion hereof, without all of these express prior written approvals shall be void.

(g) The dispute resolution procedures in this Section are in addition to and are not superseded by those protections provided to the Declarant by the Act, including, but not limited to, Utah Code § 57-8a-229.

(h) ALL PARTIES HEREBY AGREE TO RESOLVE ANY CLAIM ACCORDING TO THE PROVISIONS OF THIS SECTION AND SUCH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE THE CLAIM IN ANY MANNER OTHER THAN AS PROVIDED IN THIS SECTION.

12.11. Authority to Establish Sub-Association. With approval of the Board, the Declarant may create a homeowner's association for the Views Project, through a new declaration of covenants, conditions, and restrictions, to govern, operate, and administer the affairs of the Views Project and Views Common Areas. In the event this homeowner's

association is formed and created, it shall act as a sub-association to the Association, adopt board members from among the Views Owners, and relieve the Board from the duties it has been given through this Tract Declaration concerning the Views Project, except for those duties agreed upon to remain with the Board. Following the Period of Declarant Control, the Views Owners may vote to approve the creation of a similar homeowner's association if so approved by: (i) 67% of the Views Owners, (ii) the Board, and (iii) the Declarant if the Declarant has any interest in the Views Project or intends to develop, construct, or sell additional Views Lots and/or Residences at the Views Project. Any sub-association formed shall continue to be subject to the Master Declaration.

ARTICLE XIII. AMENDMENTS

13.1. **Amendments by Declarant.** During the Period of Declarant Control, the Tract Declaration and the Plat may be amended solely by the Declarant without any additional approval required. In addition, during the Period of Declarant Control no other amendment shall be valid or enforceable without the Declarant's prior written consent.

13.2. **Amendments by Association.** After termination of the Period of Declarant Control, amendments to this Tract Declaration or Plat may be proposed by either a majority of the Board Members or by Views Owners holding at least forty percent (40%) of the voting interests of the Views Owners. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Except as otherwise provided herein, this Tract Declaration may only be amended upon the affirmative vote of at least sixty-seven percent (67%) of the Views Owners and a majority of the Association's Board. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Washington County Recorder. In such instrument the Board shall certify that the vote required by this Section for amendment has occurred. If a Views Lot is owned by more than one owner, the vote of any one owner shall be sufficient to constitute approval for that Views Lot under this Section. If a Views Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Views Lot under this Section. No acknowledgment of any signature used for voting shall be required. Any amendment that negatively impacts, as determined by the Declarant, the Declarant's right to develop, construct, and sell Views Lots and Residences within the Views Project shall be null and void unless it is approved by the Declarant so long as the Declarant has an interest in the Views Project or intends to develop, construct, or sell additional Views Lots and/or Residences within the Views Project.

ARTICLE XIV. MISCELLANEOUS

14.1. **Notices.** Any notice required or permitted to be given to any Views Member according to the provisions of this Tract Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the Person who appears as a Views Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email or mailing address has been provided, the physical address of the Views Lot owned by said Views Owner shall be used for notice purposes.

14.2. **Consent in Lieu of Voting.** In any case in which this Tract Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Views Members entitled to cast at least the stated percentage of all membership votes outstanding in the Association. The following additional provisions shall govern any application of this Section:

- 1) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Views Member.
- 2) The total number of votes required for authorization or approval under this Section shall be determined as of the date on which the last consent is signed.
- 3) Any change in ownership of a Views Lot which occurs after consent has been obtained from the Views Owner thereof shall not be considered or taken into account for any purpose.

14.3. **Interpretation and Severability.** The captions which precede the Articles and Sections of this Tract Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Tract Declaration shall not affect the validity or enforceability of the remainder hereof.

14.4. **Covenants to Run with Land.** This Tract Declaration and all provisions hereof shall constitute covenants that run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Views Lot or in the Views Common Areas shall be subject to the terms of this Tract Declaration and the provisions of any Views Rules, agreements, instruments, and determinations contemplated by this Tract Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Views Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Views Lot or in the Views Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Tract Declaration.

14.5. **No Waiver.** Failure by the Association or by any Views Owner to enforce any Restriction or provision herein contained, or contained in the Views Rules or Design Guidelines, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

14.8. **Security.** The Declarant or Association shall in no way be considered an insurer or guarantor of security within or relating to the Views Project, including any Views Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Views Owners and Views Residents agree by purchasing or residing at a Views Lot in this Association that the Association, Declarant, and the Board are not insurers of their safety or well-being or of

their personal property, and that each Views Owner and Views Resident assumes all risks for loss or damage to persons, the Views Lots, the Views Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH VIEWS OWNER AND VIEWS RESIDENT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, DECLARANT, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH VIEWS OWNER AND VIEWS RESIDENT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE VIEWS PROJECT.

14.9. **Effective Date.** The Tract Declaration and any amendment hereof shall take effect upon its filing in the office of the Washington County Recorder.

CERTIFICATION

IN WITNESS WHEREOF, the Declarant has caused this Tract Declaration to be executed by a duly authorized representative.

DATED as of the 25 day of May, 2018.

DECLARANT
CW THE VIEWS 1, LLC
A Utah Limited Liability Company

By: [Signature]

Its: Manager

State of Utah)
) ss:
County of Washington)

On the 25 day of May, 2018, personally appeared before me Colin Wright who by me being duly sworn, did say that she/he is an authorized representative of CW The Views 1, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public Reed D. Scow

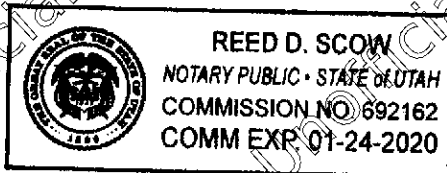


EXHIBIT A

LEGAL DESCRIPTION

Views at Coral Canyon Phase 1

BEGINNING AT A POINT S0°56'40"W, 1467.74 FEET ALONG THE SECTION LINE (BETWEEN THE NORTHEAST CORNER OF SECTION 13 AND THE WEST 74 CORNER OF SECTION 18 OF T42S, R14W, SLB&M BOTH MONUMENTED WITH BLM BRASS CAPS) AND EAST 1390.32 FEET FROM SAID NORTHEAST CORNER OF SECTION 13, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF HIGHLAND PARK AREA 4 - PHASE I 2ND AMENDED SUBDIVISION AT THE SOUTHWESTERLY CORNER OF HOA TRACT #17 OF SAID SUBDIVISION, RUNNING THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING EIGHT (8) COURSES: S63°29'04"E, 125.00 FEET; THENCE S64°13'56"E 55.00 FEET TO THE POINT OF CURVE OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S64°13'56"E; THENCE EASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE S64°13'56"E, 69.79 FEET TO THE POINT OF CURVE OF A 1027.50 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 62.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°27'39"; THENCE S67°41'34"E, 72.91 FEET TO THE POINT OF CURVE OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 37.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°58'19"; THENCE S71°41'44"E, 181.34 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY RUNNING S16°49'36"W, 561.46 FEET; THENCE N64°37'27"W 197.79 FEET TO THE POINT OF CURVATURE OF A 772.50 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N64°37'27"W; THENCE NORTHWESTERLY 62.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°36'53"; THENCE N62°51'56"W 173.03 FEET; THENCE N30°19'24"E 7.62 FEET; THENCE N56°21'27"W 171.38 FEET TO THE POINT OF CURVATURE OF A 1527.50 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N54°58'25"W; THENCE SOUTHWESTERLY 26.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°59'17"; THENCE N53°59'08"W 55.00 FEET; THENCE N55°36'42"W 125.00 FEET TO THE POINT OF CURVATURE OF A 1347.50 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N53°46'35"W; THENCE NORTHWESTERLY 300.47 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°46'34"; THENCE N26°08'49"E 125.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.330 ACRES.