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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
3/9/2018 3:42:00 PM  
FEE \$68.00 Pgs: 24

DEP eCASH REC'D FOR MOUNTAIN VIEW TITLE

**DECLARATION OF PROTECTIVE COVENANTS**

**The Bluff at Lakeview Farms Phase 5**

This DECLARATION OF PROTECTIVE COVENANTS FOR THE BLUFF AT LAKEVIEW FARMS SUBDIVISION, PHASE 5, is made and executed by Lakeview Farms 1, LLC (hereinafter referred to as the "Declarant").

**RECITALS**

- A. This Declaration of Protective Covenants affects that certain real property located in the City of Syracuse, County of Davis, State of Utah described with particularity in Article II set forth below (the "Tract").
- B. Declarant is the owner of the Tract.
- C. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which the beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.
- D. Declarant has constructed, or is in the process of constructing, a residential subdivision upon the Tract.
- E. All of such construction has been, or is to be, performed in accordance with the plans contained in the subdivision plat to be recorded concurrently herewith.
- F. Declarant intends to sell to various purchasers the fee title to the individual lots contained in the subdivision.
- G. The Declarant desires that the subdivision to be known as The Bluff at Lakeview Farms.
- H. The streets in the subdivision shall be dedicated to Syracuse City.
- I. The Declarant desires that the Tract shall be subject to the protective covenants herein recited.
- J. The Declarant desires, by filing this Declaration of Protective Covenants, to submit The Bluff at Lakeview Farms Subdivision – Phase 5 and all improvements now or hereafter constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run with the land.

## AGREEMENT

Now, therefore, the Declarant does hereby establish the nature of the use and enjoyment of all lots in the subdivision and does hereby declare that they conveyances of said lots shall be made subject to the following conditions, restrictions, stipulations, and provisions:

### ARTICLE 1 – DEFINITIONS

When used in this Declaration (including in that portion hereof entitled “Recitals”), each of the following terms shall have the meaning indicated.

1. Assessment shall mean and refer the allocation of Common Expenses among the lot owners or maintenance charge which each lot or lot owner, by virtue of his acceptance of a deed or other document or conveyance thereto, is obligated to pay.
2. Association shall mean and refer to the association of all of the lot owners taken as, or acting as, a group in accordance with this Declaration.
3. Board of Trustees shall mean and refer to the group of neighbors who own lots in the subdivision and volunteer and are elected or appointed to (a) administer the Declaration, (b) manage the Common Elements, and (c) operate the Association.
4. Business and Trade are terms which shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore. Notwithstanding the above, the leasing of a lot or dwelling unit shall not be considered a trade or business within the meaning of this subsection.
5. Common Elements shall mean and refer to all common feature elements in the subdivision, including the pool and pool house to be constructed on Parcel A on the Phase 3 recorded plat, and landscaping of the park strip/landscape easement area along 700 South and along 3000 West.
6. Common Expenses shall mean and refer to: (as) All sums lawfully assessed against the lot owners; (b) Expenses of administration, maintenance, repair, or replacement of the Common Elements; (c) Expenses agreed upon as ‘common expenses’ by the Association; and (d) Expenses declared ‘common expenses’ by the Project Documents.
7. Community shall mean and refer to The Bluff and Lakeview Farms Subdivision, Phase 3.
8. Declaration shall mean and refer to Declaration of Protective Covenants for The Bluff at Lakeview Farms Subdivision, Phase 5.

9. Lot shall mean and refer to a portion of the property, other than the Common Elements, intended for any type of independent ownership use, as may be set out in this Declaration and as shall be shown on the subdivision plat filed with this Declaration. Where the context indicates or requires, the term lot includes any structure constructed or located on the lot.
10. Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided fee interest in a lot. The term lot owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
11. Majority shall mean and refer to those eligible persons or votes of owners or other groups as the context may indicate totaling more than fifty percent (50%) of the total eligible number.
12. Map shall mean and refer to the recorded subdivision plat.
13. Member shall mean and refer to each lot owner who, by virtue of his acceptance of a deed or other document of conveyance to a lot, is a member of the Association, unless the context clearly required otherwise.
14. Owner shall mean and refer to the lot owner.
15. Project shall mean and refer to The Bluff at Lakeview Farms Subdivision.
16. Project Documents shall mean and refer jointly and severally to this Declaration, By-Laws, Recorded Subdivision Plat, Rules and Regulations, and Articles of Incorporation as they may be adopted and/or modified by the Association from time to time.
17. Property shall mean and refer to the land, real estate, or real property which is submitted to this Declaration.
18. Record of Subdivision Plat shall mean and refer to the record of the subdivision plat on file with the Davis County Recorder. The Plat will show the location of lots, easements, and other common elements.
19. Street or Streets shall mean and refer to the roads within The Bluff at Lakeview Farms Subdivision, which are or will be dedicated to Syracuse City.
20. Tract shall mean and refer to the real property subject to the protective covenants of this Declaration.

## ARTICLE II – SUBMISSION

The Land described with particularity below is hereby made subject to these protective covenants, conditions and restrictions: See Exhibit “A”, attached hereto and incorporated herein by this reference;

SUBJECT TO the described easements and rights of way;

TOGETHER WITH all easements, rights of way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above described parcel of real property; and

ALL OF THE FOREGOING SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above described Tract or any portion thereof including, without limitation, any mortgage or deed of trust; all visible and necessary easements, rights of way, encroachments, or discrepancies shown on or revealed by Survey Maps or otherwise existing; an easement for each and every Common Elements improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Elements improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

## ARTICLE III – AREA OF APPLICATION AND EXPANSION OF PROJECT

This Declaration shall apply to all lots from 501 to 513 of the Property and to any other real estate in The Bluff at Lakeview Farms Subdivision. There are thirty (13) lots in Phase 5.

## ARTICLE IV – RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. This is a residential subdivision and all lots must be used exclusively for residential purposes which includes both the architecture and appearance of the buildings and the nature of their use. All building plans and specifications must be approved by the Architectural Control Committee in writing and shall be complete within one year of start of construction. The front exterior elevations of all buildings shall be maintenance free stucco, brick, rock, or masonry type siding like hardy-plank or similar product.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external designs with existing structures, and as to the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer any street than the front building setback lines.

3. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot at a cost of less than \$225,000, exclusive of lot and financing, based upon cost levels prevailing on the date of these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated-herein for the minimum permitted dwelling size. The minimum permitted dwelling size and finishes shall be as follows:
  - 3.1 In a rambler type home with a basement the above grade finished square footage shall not be less than 1500 square feet with 2 car garage, 1400 square feet with 3 car garage attached.
  - 3.2 In a two-story home, or a multi-level home, the combined area of the ground story level and the story above ground-story level, exclusive of garage and any one-story open porches, shall total not less than 1800 square feet above ground level.
  - 3.3 All dwellings shall be set on permanent foundations.
  - 3.4 All houses shall have an attached garage large enough to accommodate at least two automobiles.
  - 3.5 All houses shall be finished with brick, stucco, hardy type materials or stone on all parts of the front of the house. The rear and sides of the house may be any of the above materials chosen by the ultimate home builder. Aluminum siding shall be allowed in soffit and fascia areas only.
  - 3.6 Foundations or basement cement must not exceed three feet of exposure out of the ground line, unless the appropriate finish materials as described above are used for the facade.
  - 3.7 All houses shall have a roof with a minimum 5/12 pitch. Roofing materials shall be cedar shake, tile, or architectural grade asphalt shingles (25+ year type).
  - 3.8 There shall be no mobile or manufactured home of any type permitted within the Project.
4. Location of Dwelling. The Declarant shall determine the location of the home upon the lot, which must be within the designated buildable area. Dwelling setbacks for lots located R-2 zoning shall be at least twenty-five (25) feet from the front property line adjacent to designated roadway, eight (8) feet for the side yards, along a line paralleling side property lines, and thirty feet (30) for rear yards along a line paralleling the rear yard line. Dwelling setbacks lots located R-3 zoning shall be at least twenty-five (25) feet from the front property line adjacent to designated roadway, eight (8) feet for the side yards, along a line paralleling side property lines, and twenty feet (20) for rear yards along a line paralleling the rear yard line. All set backs on corner lots shall be in

conformity with minimum footage as specified in the applicable zoning ordinances of Syracuse City. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

5. Prohibited Activities. No noxious or offensive activity shall be carried in, on, or about any lot. Nothing shall be done or omitted on a lot of the Common Elements, which may be may become annoyance or nuisance to the neighborhood. The following acts or activities shall be deemed to constitute a nuisance:
  - 5.1 The development of any unclean, unhealthy, unsightly, or unkempt conditions on, in or about a lot or the Common Elements;
  - 5.2 The storage of any items, property or thing that will cause any lot or the Common Elements to appear to be in an unsightly, unclean, unhealthy, or untidy conditions or that will be noxious to the senses;
  - 5.3 The storage of any substance, toxin, hazardous waste, pollutant, thing or material, in, on or about any lot or the common elements that do or are likely to emit any foul, unpleasant or noxious odors, or that do or are likely to cause any unreasonable amount of noise or other condition that does or is likely to disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
  - 5.4 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, or their guests or invitees, particularly if the local law enforcement agencies must be called to restore order;
  - 5.5 The maintenance of any plants, animals, devices or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of any nature as may diminish or destroy the enjoyment of the neighborhood by or their residents, their guests, visitors or invitees; and
6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. No overnight camping will be permitted on any lot.
7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot must be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

8. Unightly Materials and Objects. No unsightly materials, items, objects or things that impair the aesthetics or value or use or utility of the project are to be stored on any lot in view of the general public.
9. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement, except that such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
10. Domestic-Household Pets. Domestic household pets and such additional animals or livestock as may be permitted by applicable zoning ordinances of Syracuse City, may be kept on any lot.
11. Completed Residence. No residence shall be occupied until the same has been substantially completed in accordance with its plans, specifications and Davis County or Syracuse City guidelines.
12. Destroyed or Damaged Building. Any dwelling or outbuilding on any lot in the subdivision which may be destroyed or damaged in whole or in part by fire, windstorm, earthquake or any other "Act of God", or any human caused destruction or damage, must be rebuilt, repaired or all debris removed and the lot restored to its original condition with reasonable promptness; provided, however, that no debris shall remain longer than sixty days.
13. Trash, Garbage and Refuse. No trash, ashes, garbage or other refuse or debris shall be dumped, stored, accumulated or allowed to accumulate on any lot or be thrown into or left in the Subdivision.
14. Landscaping. Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained. The front and side yards shall be landscaped within one year of the home's completed construction. The back yard shall be landscaped within two years of the home's completed construction. All landscaping shall be maintained in an aesthetic, tasteful, clean, safe, sanitary, neat and orderly fashion. All lawns areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. Aesthetic considerations are important and all landscaping shall be tasteful, so as to not affect adversely the value or use of any other lot or the Common Elements.

The Association is responsible for the landscaping and maintenance of the Common Elements- pool house and pool that will be constructed on Parcel A of Phase 3, and the park strip/landscape easement along 700 South and along 3000 west.

15. Slope and Drainage. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
16. Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one half feet (3.5); nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six feet (6).
17. Parking and Storage. All motor vehicles driven on or transported into the Project shall be subject to the following restrictions:
  - 17.1 No recreational, oversized, or commercial type vehicles and no tractor-trailer trucks shall be parked on the front yard setback of any lot or on the residential street except while loading and unloading no more than forty-eight (48) hours or more than one (1) time during any seven (7) day period or engaged in transportation.
  - 17.2 No pads used for the storage of vehicles or other materials either temporarily or permanently shall be constructed or installed, nor shall any trailers, mobile homes, trucks other three quarter ton capacity boats and watercraft, campers not on a truck bed, motor homes, buses, tractors, commercial, oversized or recreational vehicles, or maintenance and commercial equipment of any kind be parked or stored in the Project unless it is behind the front yard setback and without the side yard building setback on the street side of a corner lot.
  - 17.3 No motor vehicles or any other transportation device of any kind may be parked or stationed in a fire lane or red zone, in an unsafe or dangerous manner, or so as to obstruct or block access to any lot, driveway, street, or other transportation device.
  - 17.4 The storage accumulation of junk, trash, manure or other offensive commercial materials is prohibited.
  - 17.5 Any violation of Syracuse City ordinances are expressly prohibited.
18. Pools, Spas, Game Courts and Batting Cages. Pools, spas, game courts and batting cages shall be located so as to avoid unreasonably impacting adjacent properties with balls, light or sound. Pool heaters and pumps must be screened from view from the street.



19. Business Use. No commercial trade or business may be conducted in or from any lot unless (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the lot; (b) the business activity conforms to all zoning requirements for the subdivision; (c) the business activity doesn't involve persons coming onto the project who do not reside in the subdivision or door-to-door solicitation of residents of the subdivision; and (d) the business activity is consistent with the residential character of the subdivision and doesn't constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Declarant and/or Association.
20. Insurance. Nothing shall be done or kept in, on or about any lot or the Common Elements, which may result in the cancellation of or increase the premium (over what the Association would have paid but for such activity) for the insurance on the Property.
21. Laws. Nothing shall be done or kept in, on or about any lot or Common Elements, or any part thereof, which would be a violation of any statute, rule, law, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
22. Damage or Waste. No damage to or waste of the Common Elements shall be committed by any lot owner, his family members, friends, guests, visitors or invitees. Each lot owner shall indemnify and hold the Association, Board of Trustees, and other Owners harmless against all loss resulting from any such damage or waste caused by that lot owner or his family members, guests, visitors or invitees; provided, however, that any invitee, guest or visitor of the Declarant shall not under any circumstances be deemed an invitee of the Owner.
23. Maintenance and Ownership Common Elements. The Association shall own and maintain the Common Elements pool and pool house and shall provide landscaping maintenance and snow removal for sidewalks and park strip/landscape easement along 700 South and along 3000 West.

#### **ARTICLE V - ARCHITECTURAL CONTROL COMMITTEE**

1. Membership. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members of the Committee shall have full authority to select a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the Committee may designate a representative to act for it. At such time that all lots owned by the initial owner/developer are sold, the aforementioned owner/developer shall be released from responsibility of the committee. At any time after all lots owned by the initial owner/developer are sold, the record owners of a two thirds majority of the then recorded owners of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The initial Architectural Control Committee is composed of:

Mike Schultz    Mike Bastian  
Allan Karras

2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after written plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the final and actual completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.
3. Immunity. Notwithstanding the foregoing provisions, the Architectural Control Committee shall have an affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the Architectural Control Committee shall have any liability, responsibility, or obligation, whatsoever, for any decisions or lack thereof, in the carrying out of the duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of the declaration shall rest with the homeowner. Each lot owner agrees to save, defend, and hold harmless the Architectural Control Committee relating to such owner's property or buildings to be constructed on his or her property.

#### ARTICLE VI – RIGHT OF ENTRY

1. Right of Entry. Wherever sanitary sewer connections, water connections, electricity, gas, telephone, or drainage facilities are installed within the subject property, the owners of any lot or lots served by said connections, lines, or facilities shall have the right and hereby granted an easement to the full extent necessary therefore, to enter upon lots owned by others, or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines, facilities, or any portion thereof like, to repair, replace, and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this section can be construed to grant any new easement without express written authorization of the lot owner.
2. Maintenance Costs. The cost of maintenance of the Common Elements shall be shared equally between all lot owners.
3. By-laws of Property Owners Association. The procedure for the administration and management of the Association and the subject property shall be governed by the following By-Laws attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Payment of Common Expenses. In addition, each lot owner hereby agrees to pay the Board of Trustees promptly his portion of all Common Expenses, including but not limited to the cost of maintaining, repairing, and replacing the pool house, pool, pool house grounds, landscaping in park strip/landscape easement along 700 South and along

3000 West, snow removal along 700 South and along 3000 West, and all other related expenses, debts, obligations, and liabilities incurred by the Association hereunder.

- 4.1 Purpose of Assessment. The Assessments provided herein shall be used for the general purpose of operating the subdivision, promoting the recreation, health, safety, welfare, common benefit, and enjoyment of lot owners.
- 4.2 Budget. Before the annual meeting of the Association each year, the Board of Trustees shall prepare a budget which shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following first day of January. The budget shall be based upon advance estimates of each requirement by the Board of Trustees to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements, which estimates shall include by are not limited to expenses of management, grounds maintenance, pool house, and pool, for all insurance which the Board of Trustees is required or permitted to maintain, wages for employees, legal and accounting fees, any deficit remaining from a previous period; the creating of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by said Association for the benefit of the owners and by the reason of this Declaration.
- 4.3 Approval of Budget and Assessments. The proposed budget and assessments shall become effective unless disapproved at the annual meeting by a vote of at least a majority of the members of the Association. Notwithstanding the foregoing, however, if the memberships' disapproves the proposed budget and assessments or the Board of Trustees fails for any reason to establish the budget and common elements assessments for the succeeding year, then and until such time as a new budget and new assessment schedule shall have been established, the budget and common elements assessments in effect for the then current year shall continue for the succeeding year.
- 4.4 Method of Payment. The Board of Trustees has the sole authority and discretion to determine how and when the Assessments are to be paid.
- 4.5 Equitable Changes. If the aggregate of all payments on all of the lots is too large or too small as a result of unanticipated income or expenses, the Board of Trustees may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days prior to written notice of any proposed change before it becomes effective.
- 4.6 Person Obligation of Owner. Lot owners are jointly and severally liable to pay all assessments and additional charges; provided, however no first mortgagee or beneficiary under a first deed of trust, who obtains a title to a lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid assessments which accrued prior to the acquisition of title.

- 4.7 Superiority of Assessments. All assessments and liens created to secure the obligation to pay assessments are superior to any homestead exemptions to which an owner may be otherwise entitled under Utah law and to that extent the owner, by accepting a deed to the lot or as a party to any other type of conveyance, waives his right to claim priority thereof.
- 4.8 Individual Assessments. In addition, individual assessments may be levied by the Board of Trustees against a lot and its owners to pay or reimburse the Association for (a) documents; (b) costs associated with maintenance, repair or replacement of common elements for which the lot owner is responsible; (c) any other charge, fee, due, expense or cost designated as an individual assessment in the subdivision documents; and (d) attorney's fees, interest, and other charges relating thereto as provided in this Declaration.
- 4.9 Lien. If any lot owner fails or refuses to make any payment of his portion of the common expenses when due, in whole or in part, that amount constitutes a lien on the interest of the lot owner in the property, and upon the recording of a notice of lien upon the lot owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except; (1) tax and special assessment liens on the home in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the lot owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.
- 4.10 Late Fees and Default Interest. Any assessments delinquent for a period of more than ten (10) days shall incur a late charge of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of one and one half percent (1.5%) per month shall accrue on the outstanding balance of all delinquent accounts.
- 4.11 Remedies. If any assessments remain unpaid, the Board of Trustees may elect to institute a lawsuit to obtain a judgement or foreclose the lien, or both.
- 4.12 Duty to Pay Independent. The duty to pay assessments is independent of the duty of the Association to maintain the Common Elements.
- 4.13 Foreclosures of Lien as Mortgage or Trust Deed. The lien for nonpayment of assessments may be enforced by sale or foreclosures of the owner's interest therein by the Board of Trustees. The sale or foreclosures shall be conducted in the same manner as foreclosures on deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's assessments and a reasonable rental for the lot during the pendency of the foreclosure action. The Board of Trustees in the foreclosure action may require the appointment of a receiver to collect the rental

without regard to the value of the mortgage security. The Association may bid for the lot at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Board of Trustees elects to foreclose the lien in the same manner as foreclosures on deeds of trust, then the owner by accepting the deed to the lot or otherwise accepting conveyance of an interest in the property; hereby irrevocably appoints the attorney of the Association (provided he is a member of the Utah State Bar) as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23(1953), as amended. In addition, owner hereby transfer in trust to said Trustee all of his rights, title and interest in and to the real property for the purpose of security his performance of the obligations set forth herein.

- 4.14 Indemnity. The Association and each lot owner, by acceptance of a deed to a lot or other document of conveyance, agrees to and shall indemnify every officer of the Association and Member of the Board of Trustees against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon, any officer or member of the Board in connection with any action suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then said Board of Directors) to which he may be a party by reason of being or having been an officer of the Association or Member of the said Board. The officers and members of the Board of Trustees shall not be liable for any mistake of judgement, negligent or others, except for his/her own willful misfeasance, malfeasance, misconduct, or bad faith. The officers of the Association and Member of said Board shall have no person liability with respect to any contract or other commitment made by them, in good faith, on behalf of said Association (except to the extent that such officers or Members of said Board may also be members of said Association), and said Association shall indemnify and forever hold each such officer and member of said Board of Trustees free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other right to which any officer or member of the said Board, or former officer or member of the said Board, may be entitled.

#### ARTICLE VIII – INSURANCE

1. Insurance. The Association shall if reasonably available, purchase and maintain adequate property insurance, public liability insurance, directors and officers insurance, and a fidelity bond.
2. Deductible. The party responsible for the loss covered by the claim shall pay for the deductible on a claim made against the property insurance policy of the Association. If multiple parties are responsible, then each shall pay his proportionate share and if no party or parties are clearly responsible, then said Association shall pay the deductible.
3. Individual Insurance. Each owner and resident shall purchase and maintain adequate liability and property insurance on his dwelling unit, personal property and contents;

provided, however, no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which is purchased by the Association.

4. Priority of Coverage. In the event of duplicate coverage of a claim or loss, the owner's insurance shall be primary and the insurance of the Association shall be secondary.

#### **ARTICLE IX - DURATION, ENFORCMENT AND AMENDMENT**

1. Duration of Restrictions. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or avoidable for violation of the rule against perpetuities, then such provisions shall only continue until twenty-one (21) years after the death of all lives in being on the date this instrument is recorded, at which time they shall automatically terminate or be terminated.
3. Binding Effect of Covenants. All lot owners shall, at all times, obey all such rules, covenants, conditions, and restrictions, and see that the same are faithfully observed by those persons over whom they have or exercise control and supervision. It is understood and agreed that such rules, covenants, conditions and restrictions shall run with the land, and shall inure to the benefit of binding upon all lot owners and their heirs, successors, and/or assigns.
4. Variations. The Declarant or Association may allow reasonable variations and adjustments to these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the applications of the provisions contained herein provided, however, that such is done within conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property and/or improvements within the subdivision. Also, any such variance or adjustment must be applied for by the owner in writing and approved of in writing.
5. Enforcement. If any party herein, or its successors or assigns, shall violate or attempt to violate any of these covenants herein, it shall be lawful for any other person or persons owning real property within this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenants including, but not limited to, by restraining order or recovery of damages or both. These enforcement rights shall be cumulative and are not intended to exclude any other remedies which may be available to any person in law or in equity. In any action to enforce this declaration the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecuting such action. By purchasing or acquiring

a lot within the subdivision, such lot owner agrees that immediate and irreparable harm without adequate remedy at law shall be the presumed consequence in the event of any breach or threatened breach of these covenants, and that any party or persons having standing and seeking to enforce these covenants may obtain a temporary restraining order, preliminary injunction and permanent injunction, among other remedies, in order to enjoin the threatened or prescribed conduct.

6. Revocation. The Declarant reserves to itself and/or its successors and assigns the right to revoke at any time prior to sale of any lot within the subdivision all or any part of these restrictions and further to vacate any or all streets, common facilities and any other amenity shown on the recorded plat.
7. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the above provisions, which shall remain in full force and effect.
8. Effective Date. This Declaration of Protective Covenants shall become effective the date it is recorded in the Office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the undersigned have executed these covenants and restrictions the  
8 day of March 2018.

Lakeview Farms, LLC  
by:

Allan Karras  
Allan Karras, Manager

STATE OF UTAH )

COUNTY OF WEBER )

On the 8 day of March, 2018, personally appeared before me and Allan Karras, Manager, who being duly sworn say that they are the managers of the company that executed the above and forgoing instrument and that said instrument was signed on behalf of said company by authority and the said they acknowledged to me that the said company executed the same.

IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this 8  
day of March, 2018.

[Signature]  
Notary Public

Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

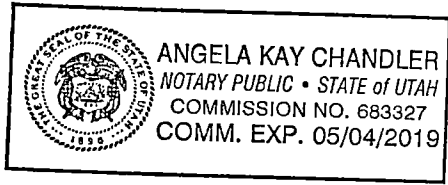




EXHIBIT "A"

All of Lots 501 through 513, The Bluff at Lakeview Farms Subdivision Phase 5, Davis County Utah.

## Exhibit B

### By-Laws

The administration of The Bluff at Lakeview Farms Subdivision, Phase 5 (The “Property”) and The Bluff at Lakeview Farms Homeowners Association (The “Association”) shall be governed by these By-laws.

1. Application of By-Laws. All present and future unit owners, mortgages, lessees and occupants of units, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, these By-laws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupying any unit shall constitute an agreement that the provisions of the Declaration and these By-law (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.
2. Board of Trustees.
  - a. The Administration of the property on behalf of the Association shall be conducted by a Board of Trustees of three (3) to nine (9) natural individuals.
  - b. Until all of the lots in the subdivision have been sold, the Declarant shall appoint all of the members of the Board of Trustees. At each annual meeting of the Association thereafter, the unit owners shall elect the members of the Board of Trustees for the forthcoming year. At least thirty (30) days prior to any annual meeting of the Association, the Board of Trustees shall elect from the unit owners a nominating committee of not less than three (3) members (none of whom shall be members of the then Board of Trustees) who shall recommend to owners present at the annual meeting one nominee for each position of the Board of Trustees to be filled at the particular annual meeting. Nominations for positions on the Board of Trustees may also be made by petition filed with the secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by ten (10) or more unit owners and signed by the nominee named therein indicating his/her wiliness to serve as a member of the Board of Trustees, if elected. Members of the Board of Trustees shall be required to be unit owners, and must be natural individuals and residents of the State of Utah.
  - c. Members of the Board of Trustees shall serve for a term of two (2) years. The terms of no more than three (3) members will end each year. The members of the Board of Trustees shall serve until their respective successors are elected, or until their death, resignation removal. Any member of the Board of Trustees who fails to attend three (3) consecutive Board of Trustees meeting or fails to attend at least 25% of the Board of Trustees meeting held during any calendar year shall forfeit his membership on the Board of Trustees.

- d. Any member of the Board of Trustees may resign at any time by giving written notice to the president of the Association, or the remaining Board of Trustees members. Any member of the Board of Trustees may be removed from membership on the Board of Trustees by a two-thirds majority vote of the Association. Whenever there shall occur a vacancy on the Board of Trustees due to death, resignation, removal, or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.
- e. The members of the Board of Trustees shall receive no compensation for their service unless expressly approved by the majority of the Association; provided, however, that any member of the Board of Trustees may be employee by the Association in another capacity and receive compensation for such employment.
- f. The Board of Trustees, for the benefit of the property and the Association, shall manage the business, property and affairs of the property and the Association and enforce the provisions of the Declaration, these Bylaws, the house rules and the administrative rules and regulations governing the property. The Board of Trustees shall have the powers, duties and responsibilities with respect to the property as contained in the act, the Declaration, and these Bylaws.
- g. The meetings of the Board of Trustees shall be held as such places within the State of Utah as the Board of Trustees shall determine. The majority of the members of the Board of Trustees shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Trustees. The Board of Trustees shall annually elect all of the officers of the Association. The meeting for the election of the offices shall be held at the first meeting of the Board of Trustees immediately following the annual meeting of the Association.
- h. Special meetings of the Board of Trustees may be called by the president or by any two (2) Board of Trustees members.
- i. Regular meetings of the Board of Trustees may be held without call or notice. The person or persons calling a special meeting of the Board of Trustees shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.
- j. Any member of the Board of Trustees may, at any time, waive notice of any meeting of the Board of Trustees in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Trustees at a meeting shall constitute a waiver of notice of such meeting except if a Board of Trustees member attends the meeting for the express purpose of

objecting to the transaction of any business because the meeting was not lawfully called. If all of the members of the Board of Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted as such meeting.

- k. The fiscal year shall be determined by the Board of Trustees.
- l. Because service on the Board of Trustees is voluntary and in the interest of being sensitive to time and commitments, it is proposed that the Committee may hold meetings via telephone, so long as all members have no difficulty hearing each other. Members of the Board of Trustees or any subcommittee designated by the Board of Trustees may participate in a meeting of the Board of Trustees or subcommittee by means of conference telephone or other similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant hereto shall constitute presence in person at such meeting.
- m. All Board of Trustee meetings shall be open to all voting members, but attendees other than members of the Board of Trustees may not participate in any discussion or deliberations unless a majority of a quorum requests that they be granted permission to speak. In such case, the president may limit the time any such individual may speak.
- n. Any action to be taken at the meeting of the Board of Trustees or any action that may be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all members of the Board of Trustees. An explanation of the action taken shall be posted at a prominent place or places within the common areas within three (3) days after the written consents of all of the members of the Board of Trustees have been obtained.
- o. The Board of Trustees, with approval of a majority of a quorum, adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation in which the Association is or may become involved, and orders of business of a privileged, confidential, sensitive, or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3. Meetings of the Association.

- a. The presence in person or by proxy at any meeting of the Association of fifty percent (50%) of the unit owners in response to notice of all unit owners of record properly given shall constitute a quorum. In the event that fifty percent (50%) of the unit owners are not present in person or by proxy, the meeting shall be adjourned for twenty four (24) hours, at which time it shall reconvene and any number of unit owners present at such subsequent meeting shall constitute a

quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the unit owners upon a majority vote of the unit owners who are present in person or by proxy and who are voting.

- b. Unless otherwise determined by the Board of Trustees, the annual meeting of the Association shall be held on the first Thursday of June at 7:00 p.m. at the property or at such other reasonable date, time, and place (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Trustees delivered to the unit owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to an annual meeting, the Board of Trustees shall furnish to the unit owners; (a) a budget for the coming fiscal year that shall itemize estimated allocation thereof to each unit owner; and (b) a statement of the common expenses itemizing the receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each unit owner. Within ten (10) days after the annual meeting, that budget statement shall be delivered to the unit owners who were not present at the annual meeting.
- c. Special meeting of the Association may be held at any time at the property or at such other reasonable place to consider matter which, by the terms of the Declaration, require the approval of all or some of the unit owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Board of Trustees, or by unit owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all unit owner not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

#### 4. Officers.

- a. All Officers and employees of the Association shall serve at the will of the Board of Trustees. The officers shall be president, secretary, and treasurer. The Board of Trustees may appoint other assistant officers, as the Board of Trustees may deem necessary. No officer shall be required to be a unit owner, but the president must be a member of the Board of Trustees. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board of Trustees and may be removed and replaced by the Board of Trustees.
- b. The president shall be the chief executive of the Board of Trustees and shall preside at all meetings of the unit owners and of the Board of Trustees and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs. He shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts that the Board of Trustees may require.

- c. The secretary shall keep minutes of all proceedings of the Board of Trustees and of the meetings of the Association and shall keep books and records as may be necessary and appropriate for the records of the unit owners and the Board of Trustees. In the absence or inability of the president the secretary shall perform the functions of the president.
  - d. The treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to a manager or managing company.
5. Litigation.
- a. If any action is brought by one or more but less than all unit owners on behalf of the Association and recovery is had, the plaintiffs expenses, including reasonable counsel's fees, shall be common expenses; provided, however, that if such action is brought against the unit owners or against the Board of Trustees, the officers, employees, or agents thereof, in their capacities as such with the result that the ultimate liability asserted would, if proved, be borne by all the unit owners. The plaintiff's expenses, including counsel fees, shall not be charged to or borne by other unit owners, as a common expense or otherwise.
  - b. Complaints brought against the Association, the Board of Trustees or the officer employees or agents thereof in their respective capacities as such or the property as a whole, shall be directed to the Board of Trustees, which shall promptly give written notice thereof to the unit owners and any mortgagees and shall be defended by the Board of Trustees and the unit owner and mortgagees shall have no right to participate other than through the Board of Trustees in such defense. Complaints against one or more, but less than all unit owners, shall be directed to such unit owners who shall promptly give written notice thereof to the Board of Trustees and to the mortgagees affecting such units and shall be defended by such unit owners.
6. Abatement and Enjoinment of Violation by Unit Owners.
- a. The violation of any house rules or administrative rules or regulations adopted by the Board of Trustees or the breach of any provisions contained herein or the breach of any provision of the Declaration shall give the Board of Trustees the right in addition to any other rights set forth in these Bylaws.
  - b. To enter the unit in which or as to which such violation or breach exists and to similarly abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Trustees shall not thereby be deemed guilty in any manner of trespass; or

- c. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
7. Accounting.
  - a. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.
  - b. At the close of each fiscal year, the books and records of the Board of Trustees shall be audited by a certified public accountant approved by the Association.
  - c. The books and accounts of the Association shall be available for inspection at the office of the Association by any unit owner or his authorized representative during regular business hours.
8. Special Committees. The Board of Trustees by resolution may designate one or more special committees, each committee to consist of two (2) or more unit owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Trustees. Such special committees shall keep regular minutes of their proceedings and report the same to the Board of Trustees when required. The members of such special committee or committees designated shall be appointed by the Board of Trustees or the president. The Board of Trustees or the presidents may appoint unit owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.
9. Amendment of Bylaws. These Bylaws may be amended by a majority affirmative vote of the Association at a meeting duly called for such purposes. Any material amendment to these Bylaws must be approved in writing by all mortgagees as defined in the Declaration. Upon an affirmative vote, the Board of Trustees shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the unit owners and mortgagees where necessary and the amendment shall be effective upon recording.
10. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any provision thereof.
11. Captions. The captions herein are inserted only as a measure of convenience and for the reference and in no way define, limit or describe the scope of these Bylaws nor the intent of any provisions hereof.
12. Effective Date. These Bylaws shall take effect upon recording of the Declaration of which they are a part.

IN WITNESS WHEREOF, the undersigned have executed these covenants and restrictions  
the 8 day of May 2018.

Lakeview Farms, LLC  
by:

Allan Karras  
Allan Karras, Manager

STATE OF UTAH )

COUNTY OF WEBER )

On the 8 day of May, 2018, personally appeared before me and Allan Karras, Manager, who being duly sworn say that they are the managers of the company that executed the above and forgoing instrument and that said instrument was signed on behalf of said company by authority and the said they acknowledged to me that the said company executed the same.

IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this 8  
day of May, 2018.

Angela Kay Chandler  
Notary Public

Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

