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82.00 *Cardon Land*

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FILED  
RECORDER  
DEPT. OF REVENUE  
*Sherry Zeeb*

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
LAKEVIEW HEIGHTS  
PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made and executed this 12th day of January, 1979, by BEN LOMOND ESTATES, a general partnership (hereinafter referred to as "Developer").

R E C I T A L S

A. Developer is the record owner of those certain tracts of Property more particularly described in Exhibit "A" attached hereto and made a part hereof. Developer desires to create on said Property and additional adjacent property from time to time annexed thereto and made subject hereto a residential development with permanent park and landscaped areas, open spaces, natural areas, community and recreation facilities and other Common Areas.

B. Developer desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end and for the benefit of the Property and the Owners thereof, Developer desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

C. Developer deems it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas, collect and disburse the assessments and charges hereinafter provided for and otherwise administer and enforce the provisions of this Declaration.

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and liens hereinafter set forth.

C. Developer deems it desirable, for the efficient  
preservation of the values and amenities of the Property, to  
create an entity which possesses the powers to maintain and  
administer the Common Areas, collect and disburse the  
assessments and charges hereinafter provided for and otherwise  
administer and enforce the provisions of this Declaration.

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For such purpose Developer has, in connection with the recordation of this Declaration, caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, THE LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION.

D. Developer anticipates that in the future additional Common Areas, Residential Lots and other areas may be established on portions of the Undeveloped Land adjoining the Property. In such event Developer desires to have the right to subject such additional Common Areas, Residential Lots and other areas to the terms and provisions of this Declaration.

NOW, THEREFORE, for the foregoing purposes, Developer declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

#### I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

1. Association shall mean THE LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.
2. Board shall mean the Board of Trustees of the Association.
3. Common Areas shall mean all property owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto. The initial Common Areas shall consist of all property described in Exhibit "B" attached hereto and made a part hereof.

For such purpose Developer has, in connection with the recordation of this Declaration, caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, THE LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION.

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#### I. DEFINITIONS

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4. Design Committee shall mean the Design Committee established by and referred to in Article VIII of this Declaration.
5. Living Unit shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the same Residential Lot and used in conjunction with such residence.
6. Managing Agent shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 1(F) of Article IV of this Declaration.
7. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any property by a mortgage, deed of trust or trust deed; and mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.
8. Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Weber County, Utah) of a fee or undivided fee interest in any Residential Lot. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Developer shall be an Owner with respect to each Residential Lot owned by it.
9. Property shall mean all land covered by this Declaration, including Common Areas and Residential Lots and other land annexed to the Property. The initial Property shall be the land described in Exhibit "A" attached hereto and made a part hereof.
10. Residential Lot shall mean any lot of land within the Property designed and intended for improvement with a Living Unit. If any condominium project or apartment project is developed on any portion of the Property, each condominium unit and apartment unit, together with its appurtenant undivided interest in land,

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8. Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Weber County, Utah) of a fee or undivided fee interest in any Residential Lot. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Developer shall be an Owner with respect to each Residential Lot owned by it.

9. Property shall mean all land covered by this Declaration, including Common Areas and Residential Lots and other land annexed to the Property. The initial Property shall be the land described in Exhibit "A" attached hereto and made a part hereof.

10. Residential Lot shall mean any lot of land within the Property designed and intended for improvement with a Living Unit. If any condominium project or apartment project is developed on any portion of the Property, each condominium unit and apartment unit, together with its appurtenant undivided interest in land,

portion of the Property, each condominium unit and apartment unit, together with its appurtenant undivided interest in land, if any, shall be a Residential Lot. The initial Residential Lots are shown on the Plat.

11. Undeveloped Land shall, at any point in time, mean all of the land more particularly described in Exhibit "C" attached hereto and made a part hereof, excluding any portion or portions of such land comprising the Property and any other portion or portions of such land improved with the completed above-ground residential structures and related on-site and off-site improvements ordinarily in existence when a tract of land is considered to be fully developed. So long as it is not arbitrary, Developer's determination as to when any of the land described in Exhibit "C" ceases to be Undeveloped Land shall be conclusive.

12. Plat shall mean and refer to the residential subdivision of Lakeview Heights Planned Unit Development prepared and certified by O. Neil Smith, a registered land surveyor, executed and acknowledged by Declarant on October 13, 1977, and recorded in the Official Records of Weber County, Utah on November 16, 1977 in Book 20 of Plats, pages 95-100 as entry no. 718548, and Plats hereafter recorded by expansion of the Property.

13. Developer shall mean Ben Lomond Estates, a general partnership and its successors and assigns.

## II. PROPERTY DESCRIPTION AND ANNEXATION

1. Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Weber County, State of Utah, described in Exhibit A annexed hereto.

2. Annexation by Developer. Developer may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of the lands

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1. Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Weber County, State of Utah, described in Exhibit A annexed hereto.

2. Annexation by Developer. Developer may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of the lands

initially constituting the Undeveloped Land. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Weber County, Utah, of (a) a subdivision plat or map covering the land to be annexed and (b) a supplemental declaration which (i) describes the land to be annexed or incorporated by reference the description contained in the subdivision plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land, (iv) states which portions of the annexed land are Common Areas and which portions are Residential Lots and which portions are within any new land classification, provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration or in another supplemental declaration previously filed with respect to some portion of the Property, and (v) describes generally any improvements situated on the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Property.

3. Limitation on Annexation. Developer's right to annex land to the Property shall be subject to the following limitations:

(a) The annexed land must be part of the land which is Undeveloped Land as of the date of this Declaration.

(b) Developer shall not effectuate any annexation of land which would cause the total number of Living Units existing on or planned for the Property to exceed 1,800.

(c) Developer's right to annex land to the Property shall expire twenty (20) years after this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

4. Annexation by the Association. Notwithstanding

initially constituting the Undeveloped Land. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Weber County, Utah, of (a) a subdivision plat or map covering the land to be annexed and (b) a supplemental declaration which (i) describes the land to be annexed or incorporated by reference the description contained in the subdivision plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land, (iv) states which portions of the annexed land are Common Areas and which portions are Residential Lots and which portions are within any new land classification, provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration or in another supplemental declaration previously filed with respect to some portion of the Property, and (v) describes generally any improvements situated on the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Property.

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(c) Developer's right to annex land to the Property shall expire twenty (20) years after this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

4. Annexation by the Association. Notwithstanding

the limitations on annexation set forth in Section 2 of this Article, the Association may annex land to the Property by satisfying the requirements set forth in Section 1 of this Article and by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 2/3 of the members of each class of the Association's voting membership. Nothing in this paragraph shall be construed to require any prior approval for, or to limit or prevent, any annexation performed by Developer pursuant to Section 1 of this Article so long as such annexation satisfies the limitations set forth in Section 2 of this Article.

4. No Obligation to Annex or Develop. Developer has no obligation hereunder to annex any additional land to the Property or to develop or preserve any portion of the undeveloped land in any particular way or according to any particular time schedule. No land other than the Property as defined on the date hereof and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Developer or described or referred to in any documents executed or recorded by Developer.

III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner upon acquiring title to a Residential Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Residential Lot ceases for any reason, at which time his membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association

the limitations on annexation set forth in Section 2 of this Article, the Association may annex land to the Property by satisfying the requirements set forth in Section 1 of this Article and by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 2/3 of the members of each class of the Association's voting membership. Nothing in this paragraph shall be construed to require any prior approval for, or to limit or prevent, any annexation performed by Developer pursuant to Section 1 of this Article so long as such annexation satisfies the limitations set forth in Section 2 of this Article.

4. No Obligation to Annex or Develop. Developer has no obligation hereunder to annex any additional land to the Property or to develop or preserve any portion of the Undeveloped Land in any particular way or according to any particular time schedule. No land other than the Property as defined on the date hereof and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Developer or described or referred to in any documents executed or recorded by Developer.

### III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner upon acquiring title to a Residential Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Residential Lot ceases for any reason, at which time his membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association



shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A members shall be all Owners, but excluding the Developer until the Class B membership ceases. Class A members shall be entitled to one vote for each Residential Lot in which the interest required for membership in the Association is held.

Class B. Developer shall be the sole Class B member. The Class B member shall be entitled to the following votes: (i) four (4) votes for each Residential Lot which it owns; and (ii) twenty (20) votes for each acre of Undeveloped Land in which it holds an equitable or legal ownership interest or the right to acquire an equitable or legal ownership interest. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A members equals the total number of votes held by the Class B member; provided, however, that Class B membership shall be restored upon the annexation of additional Residential Lots to the Property pursuant to Article II above if and so long as the number of Class B votes after such annexation exceeds the number of Class A votes.

(b) The expiration of twenty (20) years after the date on which this Declaration is filed

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Class A. Class A members shall be all Owners, but excluding the Developer until the Class B membership ceases. Class A members shall be entitled to one vote for each Residential Lot in which the interest required for membership in the Association is held.

Class B. Developer shall be the sole Class B member. The Class B member shall be entitled to the following votes: (i) four (4) votes for each Residential Lot which it owns; and (ii) twenty (20) votes for each acre of Undeveloped Land in which it holds an equitable or legal ownership interest or the right to acquire an equitable or legal ownership interest. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A members equals the total number of votes held by the Class B member; provided, however, that Class B membership shall be restored upon the annexation of additional Residential Lots to the Property pursuant to Article II above if and so long as the number of Class B votes after such annexation exceeds the number of Class A votes.

(b) The expiration of twenty (20) years after the date on which this Declaration is filed

for record in the office of the County Recorder of Weber County, Utah.

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Residential Lot, the vote relating to such Residential Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Residential Lot. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Lot concerned unless an objection is made at the meeting by another Owner of the same Residential Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document to him of his Residential Lot and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Residential Lots. Any Owner who mortgages his Residential Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the mortgagee and also of the release of such mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

#### IV. DUTIES AND POWERS OF THE ASSOCIATION

1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its

for record in the office of the County Recorder of Weber County, Utah.

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Residential Lot, the vote relating to such Residential Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Residential Lot. A vote cast at any Association meeting by any of such owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Lot concerned unless an objection is made at the meeting by another Owner of the same Residential Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

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IV. DUTIES AND POWERS OF THE ASSOCIATION

1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its

Articles of Incorporation or this Declaration, the Association shall have the obligations and duties to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

(a) The Association shall accept all Owners as members of the Association.

(b) The Association shall accept title to all Common Areas conveyed to it by Developer.

(c) The Association shall maintain, repair, replace and landscape the Neighborhood Recreation areas of the Common Areas (including easement areas appurtenant thereto but excluding any portions of the Common Areas left in their natural state by Developer or designated by Developer as Natural Open Space on any recorded subdivision plat or map) and, at the discretion of the Board, any property dedicated to any governmental authority and situated immediately adjacent to the Property if the Board determines that such dedicated property is not being maintained or landscaped in a condition comparable to the Common Areas.

(d) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(e) The Association shall obtain and maintain in force the policies of insurance required by Article IX of this Declaration.

(f) The Association shall at all times employ a responsible corporation, partnership, firm, person or other

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(e) The Association shall obtain and maintain in force the policies of insurance required by Article IX of this Declaration.

(f) The Association shall at all times employ a responsible corporation, partnership, firm, person or other

entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by the Board for cause upon thirty (30) days' written notice thereof and at any time without cause or payment of a termination fee upon ninety (90) days' written notice thereof; and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent shall be an independent contractor and not an agent or employee of the Association.

2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Residential Lot for the purpose of maintaining and repairing such Residential Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Residential

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Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Residential Lot in violation of Article VIII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Residential Lots (to the extent necessitated by the failure of the Owners of such Residential Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon not less than ninety (90) days' written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Residential Lot in violation of Article VIII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Residential Lots (to the extent necessitated by the failure of the Owners of such Residential Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon not less than ninety (90) days' written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

(A) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the Board shall deem appropriate;

(B) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Developer, the Association, the members of the Board, the members of the Design Committee and the Owners;

(C) Such utility services, including (without limitation) water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

(D) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

(E) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

(F) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

(c) The Board may delegate to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$10,000 nor the power to sell, convey, mortgage or encumber any Common Areas.

(A) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the Board shall deem appropriate;

(B) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Developer, the Association, the members of the Board, the members of the Design Committee and the Owners;

(C) Such utility services, including (without limitation) water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

(D) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

(E) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

(F) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

(c) The Board may delegate to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$10,000 nor the power to sell, convey, mortgage or encumber any Common Areas.

(d) The Association shall have the power and authority from time to time to contract with any association of owners of a condominium project or association of owners of a subdivision within the Property for the performance by the Association for such association of owners of any maintenance or other services, and to contract with any Owner for the performance of maintenance or other services with respect to such Owner's Residential Lot; provided, however, that any such contract having a term of more than one (1) year shall provide that it may be terminated by either party at the end of the first year or at any time thereafter on not less than ninety (90) days' written notice.

3. Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things: (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents.

4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Committee or the Managing Agent.

#### V. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in

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#### V. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in

a Residential Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Residential Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Residential Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Residential Lot. In a voluntary conveyance of a Residential Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payment fees, interest and costs of collection which shall be a charge on the Residential 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 therefor.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvements of the Common Areas; management and supervision of the Common Areas, establishment and funding of a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations.

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functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance and repairs and replacement of those elements of the Common Areas that must be replaced on a periodic basis.

3. Maximum Monthly Assessments. As of the date set under Section 8 of this Article, each Residential Lot shall be subject to a monthly assessment of not more than \$12.00. From and after June 1, 1979, the maximum monthly assessment may be increased or decreased so long as the change is assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Special Assessments. From and after the date set under Section 8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required or replacement of the Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting

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forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

5. Quorum Requirements. The quorum at any meeting required for any action authorized by Section 3 or 4 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Sections 3 and 4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Special Assessment on Specific Residential Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Section 4 above, the Board may levy at any time special assessments (a) on every Residential Lot especially benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Residential Lot to be charged, (b) on every Residential Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs, and (c) on every Residential Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 2(a) of Article IV or other provisions of this Declaration. The aggregate amount of any such special assess-

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ments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Residential Lots according to the special benefit of cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of 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 special assessment against the Residential Lots benefited.

7. Uniform Rate of Assessment. All monthly and special assessments authorized by Section 3 or 4 above shall be fixed at a uniform rate for all Residential Lots; provided, however, that until a Residential Lot has been both fully improved with a Living Unit and occupied for the first time for residential purposes, the monthly assessment applicable to such Residential Lot shall be 10% of the monthly assessment which would otherwise apply to such Residential Lot. No amendment of this Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Owners of all Residential Lots adversely affected.

8. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Residential Lots as of the first day of the second month following conveyance to the Association of the Common Areas in Phase I shown as NR-3 and NR-6. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessments, the Association

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shall give each Owner written notice of the amount and first due date of the assessment concerned.

9. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Residential Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Residential Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

10. Effect of Nonpayment--Remedies. Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Residential Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent ( $1\frac{1}{2}\%$ ) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Residential Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorneys' fees, court costs and every other expense incurred by the Association in enforcing its rights.

11. Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the

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holder of any such first mortgage or purchaser who comes into possession of a Residential Lot by virtue of the foreclosure of such mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Residential Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Residential Lot from the lien of any assessment thereafter becoming due.

#### VI. PROPERTY RIGHTS AND CONVEYANCES

1. Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Residential Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Residential Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

2. Form of Conveyancing; Leases. Any deed, lease,

holder of any such first mortgage or purchaser who comes into possession of a Residential Lot by virtue of the foreclosure of such mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Residential Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Residential Lot from the lien of any assessment thereafter becoming due.

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2. Form of Conveyancing; Leases. Any deed, lease,

mortgage, deed of trust, or other instrument conveying or encumbering title to a Residential Lot shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_ as identified in the Plat recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, contained within the Lakeview Heights Planned Unit Development identified in the "Declaration of Covenants, Conditions, and Restrictions of the Lakeview Heights Planned Unit Development" recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restriction.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Residential Lot. Any lease of a Residential Lot shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

3. Transfer of Title to Common Areas. Developer shall convey to the Association title to the various Common Areas free

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Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Residential Lot. Any lease of a Residential Lot shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

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and clear of all liens (other than the lien of current general taxes and the lien of any nondelinquent assessments, charges, or taxes, imposed by governmental or quasi-governmental authorities), as each such Common Areas is substantially completed.

4. Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to govern by rules and regulations the use of the Common Areas by the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Residential Lots by every Owner, including the right of the Association to impose reasonable user charges for the use of facilities (other than open areas) within the Common Areas and reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas.

(b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Residential Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation

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promulgated by the Board;

(c) The right of the City of North Ogden, the County of Weber, and any other governmental or quasi-governmental body having jurisdiction over the Property to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association; provided that such dedication or transfer must first be assented to in writing by (1) all holders of first mortgages secured by Residential Lots and (2) the first mortgagees or Owners of at least seventy-five percent (75%) of the Residential lots (not including Residential Lots owned by Developer).

5. Reservation of Access and Utility Easements.

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(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association; provided that such dedication or transfer must first be assented to in writing by (1) all holders of first mortgages secured by Residential Lots and (2) the first mortgagees or Owners of at least seventy-five percent (75%) of the Residential lots (not including Residential Lots owned by Developer).

5. Reservation of Access and Utility Easements.



Developer reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to the City of North Ogden, the County of Weber or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights; provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

6. Easements for Encroachments. If any part of the Common Areas as improved by Developer now or hereafter encroaches upon any Residential Lot or if any structure constructed by Developer on any Residential Lot now or hereafter encroaches upon any other Residential Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If

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any structure on any Residential Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Residential Lot or upon any portion of the Common Areas due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

7. Easements for Construction and Development Activities. Developer reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Living Units on Residential Lots, (b) improvement of the Common Areas and construction, installation and maintenance thereon of roads, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roads, walkways and other facilities planned for dedication to appropriate governmental authorities, and (d) development, improvement, use and occupancy of all or any portion of the Undeveloped Land, whether or not such land is intended to be made part of the Property. The reservations contained in this paragraph shall expire twenty (20) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Weber County, Utah.

VII. LAND USE RESTRICTIONS AND OBLIGATIONS

I. General Restrictions and Requirements.

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VII. LAND USE RESTRICTIONS AND OBLIGATIONS

1. General Restrictions and Requirements.

(a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed by Developer to a purchaser shall be made or done except upon strict compliance with the provisions of Article VIII.

(b) Residential Lots shall be used only for single-family residential purposes, and no more than one house shall be constructed on any Residential Lot, except that an additional guest house or servants quarters meeting the requirements of all applicable laws in effect from time to time may be constructed on a Residential Lot with the approval of the Design Committee. The facilities and improvements constituting part of the Common Areas shall be used only for the purposes and uses for which they are designed. Unimproved or landscaped portions of the Common Areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots and Living Units or the Common Areas.

(a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed by Developer to a purchaser shall be made or done except upon strict compliance with the provisions of Article VIII.

(b) Residential Lots shall be used only for single-family residential purposes, and no more than one house shall be constructed on any Residential Lot, except that an additional guest house or servants quarters meeting the requirements of all applicable laws in effect from time to time may be constructed on a Residential Lot with the approval of the Design Committee. The facilities and improvements constituting part of the Common Areas shall be used only for the purposes and uses for which they are designed. Unimproved or landscaped portions of the Common Areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots and Living Units or the Common Areas.

(c) No business, profession or trade shall be operated or maintained on any Residential Lot or in any structure thereon without the prior approval of the Board, except that this provision shall in no way limit or restrict Developer in its activities prior to the sale of all Residential Lots nor prevent Owners from renting their Living Units to tenants.

(d) No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots and Living Units or the Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and Living Unit thereon, shall be placed or used upon any Residential Lot without the prior written approval of the Design Committee.

(e) No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Residential Lots, roads or Common Areas.

(c) No business, profession or trade shall be operated or maintained on any Residential Lot or in any structure thereon without the prior approval of the Board, except that this provision shall in no way limit or restrict Developer in its activities prior to the sale of all Residential Lots nor prevent Owners from renting their Living Units to tenants.

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(e) No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Residential Lots, roads or Common Areas.



(f) Each Residential Lot and all improvements located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at the Owner's expense. All walls and fences on common boundary lines or corners separating two or more Residential Lots shall be maintained jointly in equal shares by the Owners of the Residential Lots abutting such fence or wall, provided that each Owner shall be responsible for painting the side of any party wall or fence facing his Residential Lot.

(g) Vegetation within any Residential Lot shall be planted and maintained in good condition at the Owner's expense in such a manner as to prevent or retard shifting or erosion.

(h) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Residential Lots, roads or Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

(i) No Residential Lot shall be re-subdivided.

(j) All improvements shall be

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(i) No Residential Lot shall be re-subdivided.

(j) All improvements shall be

constructed in accordance with applicable building line and setback provisions of zoning ordinances.

(k) All structures constructed on any Residential Lot or the Common Areas shall be constructed with new materials unless otherwise permitted by the Design Committee; and no used structure shall be relocated or placed on any Residential Lot.

l) No structure or improvement having a height of more than two and one-half (2-1/2) stories shall be constructed on any Residential Lot; provided, however, that the height of a structure or improvement may exceed two (2) stories if permitted by law and if the Design Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

(m) There shall be no exterior lighting of any sort installed or maintained on a Residential Lot if the light source shines directly into a neighboring residence.

(n) No accessory structures shall be constructed, placed or maintained upon any Residential Lot prior to the construction of a Living Unit thereon, except by written permit of the Design Committee; provided that this

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(n) No accessory structures shall be constructed, placed or maintained upon any Residential Lot prior to the construction of a Living Unit thereon, except by written permit of the Design Committee; provided that this

restriction shall not prohibit (ii) temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of a Living Unit, or (iii) any structure upon any Residential Lot to be used by Developer as a sales office or otherwise in conjunction with the development of Residential Lots by Developer.

(o) No Owner of any Residential Lot, except Developer, shall build or permit the building thereon of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by the Design Committee.

(p) No structure shall be occupied until the same is substantially completed in accordance with plans and specifications previously approved by the Design Committee.

(q) No improvement which suffers partial or total destruction shall be allowed to remain on any Residential Lot in such a state for more than three (3) months after the date of such destruction.

(r) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dish-

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(r) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dish-

washers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.

(s) All fuel tanks or similar storage facilities shall be constructed only with the prior written approval of the Board and in a manner approved by the Design Committee.

(t) No exterior antenna of any sort shall be installed or maintained on any Residential Lot except of a height, size and type approved by the Design Committee. No activity shall be conducted within the Property which interferes with television or radio reception.

(u) Outside clotheslines and other outside clothes drying or airing facilities shall be maintained in such a manner and in such location as not to be visible from roads.

(v) No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted upon any Residential Lot or the Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Residential Lot or the Common Areas.

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There shall be no water well developed on any Residential Lot by the Owner thereof unless

(i) a permit is first obtained from the Board and (ii) the Board first approves the location and facilities used in connection with such well.

(w) There shall be no blasting or discharge of explosives upon any Residential Lot or the Common Areas except as permitted by the Board; provided that this provision shall in no way limit or restrict Developer in its activities in connection with and during the development and sale of Residential Lots.

(x) No signs whatsoever shall be erected or maintained upon any Residential Lot, except:

(i) Such signs as may be required by legal proceedings,

(ii) Such signs as Developer may erect or maintain on a Residential Lot prior to sale and conveyance,

(iii) One "For Sale" or "For Rent" sign having a maximum face area of three (3) square feet and referring only to the premises on which it is situated.

(y) Except to the extent used by Developer in connection with and during the development and sale of Residential Lots, no

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(iii) One "For Sale" or "For Rent" sign having a maximum face area of three (3) square feet and referring only to the premises on which it is situated.

(y) Except to the extent used by Developer in connection with and during the development and sale of Residential Lots, no

mobile home or similar facility, shall be placed upon any Residential Lot, the Common Areas or adjoining public streets except for temporary storage in strict accordance with the rules and regulations of the Board. No stripped down, wrecked or junk motor vehicle shall be kept, parked, stored or maintained on any Residential Lot, the Common Areas or adjoining public streets. No large commercial vehicle shall be parked on any Residential Lot, public streets or the Common Areas except within an enclosed structure or a screened area which prevents view thereof from adjoining Residential Lots, roads and Common Areas unless such vehicle is temporarily parked for the purpose of serving such Residential Lot or Common Areas.

(z) Subject to further control by rules and regulations promulgated by the Board, only a reasonable number of generally recognized house pets and no other animals shall be kept on any Residential Lot or in any Living Unit. No animals shall be permitted on the Common Areas except generally recognized house pets when accompanied by and under the control of the persons to whom they belong and horses upon paths and other areas from time to time designated as bridle paths by the Association and upon areas developed or maintained as equestrian facilities

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by the Association.

(aa) There shall be no exterior fires, except fires started and controlled by the Association incidental to the maintenance and preservation of any portion of the Property and barbecue and incinerator fires contained within facilities or receptacles and in areas designated by the Board for such purpose. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

(cc) There shall be no camping upon any Residential Lot or the Common Areas, except as permitted by the Board by written license. There shall be no hunting or discharge of firearms on any Residential Lot or the Common Areas.

2. Exemption of Developer. The provisions of Section 1 of this Article shall not apply to any improvement or structure constructed on any Residential Lot or the Common Areas by Developer prior to the time that such Lot or Common Areas are conveyed by Developer to a purchaser or the Association, as the case may be; and the Developer shall have the right to use any Residential Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the

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Common Areas or improvement and sale of all Residential Lots owned by Developer.

3. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Developer, so long as it has any interest in any of the Property or any of the undeveloped Land,
- (b) any Owner, or
- (c) the Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorneys' fees.

#### VIII. ARCHITECTURAL CONTROL

1. Organization of the Design Committee. There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Developer shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that such right shall vest in the Board upon the expiration of any continuous period of eighteen (18) months during which Developer at all times owns less than ten percent (10%) of the Residential Lots then covered by this Declaration. Developer may voluntarily relinquish control of the Design Committee to the Board at any time. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized

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by the Board, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.

2. Actions Requiring Approval. No fence, wall, Living Unit, accessory or addition to a Living Unit visible from the Common Areas, or landscaping or other improvement of a Residential Lot visible from the Common Areas shall be constructed or performed, nor shall any alteration of any structure on any Residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

3. Standard of Design Review. Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Board and (b) provide for a structure, alteration, landscaping or other improvements in harmony as to external design and location with surrounding structures and topography.

4. Design Committee Rules and Architectural Standards. The Board may, upon recommendation from the Design Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications, including requirements as to the number of sets of plans

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and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review request or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures and improvements and other design standards and guidelines. No such rules, standards or guidelines shall apply to any structure or improvement constructed in accordance with plans and specifications previously approved by the Design Committee.

5. Approval Procedure. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

6. Variance Procedure. If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee. Any such request shall be reviewed by the Design

and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review request or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures and improvements and other design standards and guidelines. No such rules, standards or guidelines shall apply to any structure or improvement constructed in accordance with plans and specifications previously approved by the Design Committee.

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Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be approved.

7. Nonwaiver. The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

8. Completion of Construction. Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

9. Exemption of Developer. The provisions of this Article shall not apply to any improvement, construction, landscaping or alteration made or performed by Developer on any Residential Lot or portions of the Common Areas at any time during the twenty-year period following the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

10. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the Design Committee shall issue an estoppel

Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be approved.

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10. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the Design Committee shall issue an estoppel

certificate in recordable form executed by any two of its members, certifying with respect to any Residential Lot of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such Residential Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

11. Disclaimer of Liability. Neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, (d) the execution or recordation of an estoppel certificate, or (e) any engineering or other defect in approved plans and specifications.

#### IX. INSURANCE

1. Hazard Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land,

certificate in recordable form executed by any two of its members, certifying with respect to any Residential Lot of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such Residential Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

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#### IX. INSURANCE

1. Hazard Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land,



foundations, excavation and other items normally excluded from coverage) of the common property owned by the Association (including all building service equipment, if any, and the like) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and, if required by any first mortgagee of any Residential Lot, Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage Endorsement, and such other endorsements as any first mortgagee of any Residential Lot shall reasonably require. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners and shall afford protection, to the extent applicable, against at least the following:

- (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and
- (b) such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

2. Liability Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies (herein called "the Policy") of Public Liability Insurance to insure the Association, the Board and the Managing Agent and employees of the Association against claims for

foundations, excavation and other items normally excluded from coverage) of the common property owned by the Association (including all building service equipment, if any, and the like) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and, if required by any first mortgagee of any Residential Lot, Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage Endorsement, and such other endorsements as any first mortgagee of any Residential Lot shall reasonably require. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners and shall afford protection, to the extent applicable, against at least the following:

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bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Weber nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

3. Additional Insurance; Further General Requirements. The Board Directors may also procure insurance which shall insure the Common Areas and the Association or the Owners and others against such additional risks as the Board

bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Weber nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

3. Additional Insurance; Further General Requirements. The Board Directors may also procure insurance which shall insure the Common Areas and the Association or the Owners and others against such additional risks as the Board

may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer's rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended or invalidated due to the conduct of the Association or any directors, officer, agent, or employee of the Association without a prior written demand that the defect can be cured and (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

4. Fidelity Coverage. The Association shall maintain fidelity coverage to protect against dishonest acts on the part of officers, directors, managing agents, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall:

- (a) name the Association as an obligee;
- (b) be written in an amount sufficient to provide protection which is in no event less than one and one-half (1-1/2) times the Association's estimated annual operating expenses and reserves;
- (c) contain waivers of any defense

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- (c) contain waivers of any defense

based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and

(d) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to all first mortgagees of Residential Lots.

5. Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Residential Lot and to the holder of any mortgage on any Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

6. Residential Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot and acts and events thereon.

#### X. CONDEMNATION

If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board

based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and

(d) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to all first mortgagees of Residential Lots.

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#### X. CONDEMNATION

If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board



to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Residential Lot in the Association and the Common Area to such Owner and any first mortgagee of such Residential Lot, as their interests shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

#### XI. RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Declaration, the following provisions concerning the rights of first mortgagees shall be in effect:

##### 1. Preservation of Regulatory Structure and Insurance.

Unless the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Developer) and such Owners' first mortgagees, if any, shall have given their prior written approval, the Association shall not be entitled:

(a) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior

to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Residential Lot in the Association and the Common Area to such Owner and any first mortgagee of such Residential Lot, as their interests shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

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(a) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior

maintenance of Living Units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings on the Property;

(b) to fail to maintain fire and extended coverage on insurable portions of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(c) to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of improvements on the Common Areas.

This Section 1 may be amended as provided in Section 2 of Article XII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

2. Preservation of Common Area; Change in Method of Assessment. Unless the Association shall receive the prior written approval of (1) all first mortgagees of Residential Lots and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Developer) the Association shall not be entitled:

(a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as reserved in Section 5 of Article VI hereof; or

(b) to change the ratio or method of

maintenance of Living Units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings on the Property;

(b) to fail to maintain fire and extended coverage on insurable portions of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(c) to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of improvements on the Common Areas.

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(a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as reserved in Section 5 of Article VI hereof; or

(b) to change the ratio or method of

(iii) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

4. Notice of Meetings. The Board shall give to any first mortgagee of a Residential Lot requesting the same, notice of all meetings of the Association; and such first mortgagees shall have the right to designate in writing a representative to attend all such meetings.

5. Right to Examine Association Records. Any first mortgagee shall have the same right to inspect the books and records of the Association and receive audited financial statements as the Owner of the Residential Lot securing the mortgage; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to cause its financial statements to be audited.

6. Right to Pay Taxes and Charges. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Developer, for the Association as owner of the Common Areas, hereby covenants and the Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

(iii) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

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7. Exemption from Any First Right of Refusal. Any first mortgagee who obtains title to the Residential Lot subject to the first mortgage pursuant to the remedies provided in the first mortgage, or by foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to any power of sale shall be exempt from any "right of first refusal" which would otherwise affect the Residential Lot.

XII. MISCELLANEOUS

1. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or the President of the Association. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the Managing Agent or any member of the Design Committee.

2. Amendment. Except as provided below or in Sections 1 and 2 of Article XI, this Declaration may be amended by:

(a) the affirmative vote of a majority of the Owners, and

(b) the written consent of Developer, if such amendment is adopted at any time when Developer holds Class B membership in the

7. Exemption from Any First Right of Refusal. Any first mortgagee who obtains title to the Residential Lot subject to the first mortgage pursuant to the remedies provided in the first mortgage, or by foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to any power of sale shall be exempt from any "right of first refusal" which would otherwise affect the Residential Lot.

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2. Amendment. Except as provided below or in Sections 1 and 2 of Article XI, this Declaration may be amended by:

(a) the affirmative vote of a majority of the Owners, and

(b) the written consent of Developer, if such amendment is adopted at any time when Developer holds Class B membership in the



Association, and

(c) the filing of an instrument for record in the office of the County Recorder of Weber County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners and, if required, has the written consent of Developer.

Until all portions of the Undeveloped Land are annexed to the Property or until Developer's right to annex land to the Property otherwise terminates, Developer reserves the right to amend this Declaration insofar as it applies to any land annexed at or after the date of such amendment, provided that (a) any such amendment shall be set forth in a supplemental declaration annexing land to the Property, (b) no such amendment may affect the voting rights of Owners and (c) no such amendment may decrease the proportionate share of Association assessments which would otherwise be payable by the owners of the annexed land. Developer may at any time amend this Declaration so as to limit, diminish or eliminate all or any of the reserved rights or benefits of Developer herein, provided that any such amendment shall be effective only after being filed of record in the office of the County Recorder of Weber County, Utah.

3. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting.

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(c) the filing of an instrument for record in the office of the County Recorder of Weber County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners and, if required, has the written consent of Developer.

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3. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether 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 Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 3.

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Residential Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Residential Lot are secured, the consent of none of such Owners shall be effective.

4. Developer's Rights Assignable. All or any portion

such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 3.

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(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Residential Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Residential Lot are secured, the consent of none of such Owners shall be effective.

4. Developer's Rights Assignable. All or any portion

of the rights of Developer under this Declaration or in any way relating to the Property may be assigned.

5. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

6. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Developer, all parties who hereafter acquire any interest in a Residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Residential Lot or Living Unit shall comply with, and all interests in all Residential Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Residential Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision

of the rights of Developer under this Declaration or in any way relating to the Property may be assigned.

5. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

6. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Developer, all parties who hereafter acquire any interest in a Residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or Occupant of a Residential Lot or Living Unit shall comply with, and all interests in all Residential Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Residential Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision

of this Declaration.

7. Duration. The covenants and restrictions of this Declaration shall remain in effect for a term of twenty (20) years from the date this Declaration is filed in the office of the County Recorder of Weber County, Utah, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument filed in the office of the County Recorder, executed by any two (2) officers of the Association, certifying that the Owners of at least seventy-five percent (75%) of the Residential Lots and their first mortgagees, if any, voted in favor of such termination. If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then the provision herein creating such privilege, covenant or right shall, in any event, terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of James Earl Carter, President of the United States.

8. Developer's Right to Amend. Until all portions of the Undeveloped Land are included in the Development, or until the right to expand the Development through the annexation of all or part of the lands constituting the Undeveloped Land terminates, whichever event first occurs, Developer shall have, and is hereby vested with, the right to unilaterally amend this Declaration as may be reasonably necessary or desirable: (a) To

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more accurately express the intent of any provisions of this Declaration in light of then existing circumstances or information; (b) To better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by this Declaration; or (c) To facilitate the practical, technical, administrative, or functional annexation of any Undeveloped Land to the Property.

9. Effective Date. This Declaration and any amendments hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

XIII. LAKEVIEW HEIGHTS RECREATION ASSOCIATION

Developer contemplates, but does not hereby legally obligate itself to do so, the construction of certain recreational facilities and improvements for the use and enjoyment by every Owner of a Residential Lot within the Property and the commencement of such construction sometime after the completion and/or sale of the Residential Lot of the first three construction phases of the entire Lakeview Heights subdivision as such phases are hereafter designated by the Developer.

Developer further contemplates the creation of a Utah non-profit corporation to be known as the LAKEVIEW HEIGHTS RECREATION ASSOCIATION or similar name possessing the necessary powers and authority to manage, maintain, preserve, administer the facilities, own the facilities, establish and collect initiation fees, assess owners, collect and disburse assessments, dues and fees, to carry out the foregoing powers and authority, all as may be set forth in the Articles of Incorporation of such corporation.

Every Owner of a Residential Lot within said first

more accurately express the intent of any provisions of this Declaration in light of then existing circumstances or information; (b) To better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by this Declaration; or (c) To facilitate the practical, technical, administrative, or functional annexation of any Undeveloped Land to the Property.

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Developer further contemplates the creation of a Utah non-profit corporation to be known as the LAKEVIEW HEIGHTS RECREATION ASSOCIATION or similar name possessing the necessary powers and authority to manage, maintain, preserve, administer the facilities, own the facilities, establish and collect initiation fees, assess owners, collect and disburse assessments, dues and fees, to carry out the foregoing powers and authority, all as may be set forth in the Articles of Incorporation of such corporation.

Every Owner of a Residential Lot within said first

three construction phases will be given the opportunity to join, at its discretion, the LAKEVIEW HEIGHTS RECREATION ASSOCIATION. Every Owner of a Residential Lot in subsequent construction phases of the entire Lakeview Heights subdivision is hereby put on notice that the Developer may decide that every such Owner shall be obligated, as a condition of owning a Residential Lot, to join and become a member of the LAKEVIEW HEIGHTS RECREATION ASSOCIATION so long as he owns the Residential Lot.

EXECUTED the day and year first above written.

BEN LOMOND ESTATES, by  
Its Managing Partner

Incorporated, Ben Lomond Corp.

BY   
AUBRA G. GRICE  
Its President

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EXECUTED the day and year first above written.

BEN LOMOND ESTATES, by  
Its Managing Partner

Honored, Ben Lomond Corp.

By   
AUBRA G. GRICE  
Its President

STATE OF UTAH )  
                  ) ss.  
County of Weber )

On the 12<sup>th</sup> day of January, 1979,  
personally appeared before me Aubra G. Grice, who being by  
me duly sworn did say that he is the President of Honofed  
Ben Lomond Corp., a corporation duly qualified to do business  
in the State of Utah; that Ben Lomond Estates is a Utah General  
Partnership in which said corporation is the managing general  
partner; that the foregoing instrument was signed by him in  
behalf of said corporation as the managing general partner of  
Ben Lomond Estates by authority of a resolution of its Board  
of Directors, and he duly acknowledged to me that said corpor-  
ation executed the same for and in behalf of said Ben Lomond  
Estates.

Denna L. [Signature]  
Notary Public  
Residing at:



My Commission Expires:

Sept. 16, 1980

STATE OF UTAH )  
 : ss.  
County of Weber )

On the 12<sup>th</sup> day of January, 1979,  
personally appeared before me Aubra G. Grice, who being by  
me duly sworn did say that he is the President of Honofed  
Ben Lomond Corp., a corporation duly qualified to do business  
in the State of Utah; that Ben Lomond Estates is a Utah General  
Partnership in which said corporation is the managing general  
partner; that the foregoing instrument was signed by him in  
behalf of said corporation as the managing general partner of  
Ben Lomond Estates by authority of a resolution of its Board  
of Directors, and he duly acknowledged to me that said corpor-  
ation executed the same for and in behalf of said Ben Lomond  
Estates.

Jenna L. Peterson  
Notary Public  
Residing at:



My Commission Expires:

Sept. 16, 1980

EXHIBIT "A"

The following described tracts of real property in Weber County, State of Utah:

Parcel 1:

Part of the southeast quarter of section 20, Township 7 North, Range 1 West, Salt Lake Base 8 Meridian, U. S. Survey; beginning at a point north 299.97 feet and west 696.19 feet from the S. E. corner of Sec. 20, Township north, range 1 west, Salt Lake Base and Meridian, U. S. Survey. Said point being on the north right-of-way line of the Ogden-Brigham canal, thence 6 courses along said north right-of-way as follows: N 78° 29' 51" W 216.13 feet, along the arc of a 980.00 foot radius curve to the right 21.67 feet; N 77° 13' 51" W 269.70 feet; along the arc of a 80.00 foot radius curve to the right 21.67 feet; N 61° 42' 51" W 103.20 feet; along the arc of a 120.00 foot radius curve to the left 43.22 feet, thence N 40° 07' 09" W 112.00 feet; thence N 65° 47' 09" E 120.92 feet thence along the arc of a 142.53 foot radius curve to the right 68.43 feet whose long chord bearing is N 10° 27' 41" W and length is 67.77 feet; thence S 86° 42' 30" E 175.00 feet; thence S 71° 53' 38" E 113.00 feet; thence S 83° 40' 26" E 270.00 feet; thence S 0° 35' 51" E 30.00 feet; thence N 89° 24' 09" E 100.00 feet; thence S 0° 35' 51" E 110.00 feet; thence along the arc of a 1170.00 foot radius curve to the left 53.51 feet whose long chord bearing is S 86° 52' 29" E length is 53.30 feet; thence S 01° 48' 55" W 161.18 feet; thence S 89° 24' 09" W 78.63 feet to the point of beginning. Containing 4.333 Acres.

16-085-00170 0023

Lots 142, 144  
146 to 176

Parcel 2:

Part of the south east quarter fo section 20 Township 7 north, Range 1 west, Salt Lake Base 8 Meridian, U. S. Survey; and part of W. S. Butler Subdivision No. 2. Beginning at the southeast corner of section 20, Township 7 north, Range 1 west, Salt Lake Base and Meridian, U. S. Survey; thence N 00° 35' 51" W 200.00 feet; thence N 88° 50' 15" W 176.81 feet; thence along the arc of a 559.64 foot radius curve to the left 158.21 feet; said point being on the north right-of-way line of the Ogden-Brigham Canal; thence three courses along said right-of-way as follows: N 60° 39' 21" W 99.89 feet; along the arc of a 220.00 foot radius curve to the left 68.51 feet; N 78° 29' 51" W 214.07 feet; thence N 89° 24' 09" E 78.63 feet; thence N 01° 48' 55" 161.18 feet; thence along the arc of a 1170.00 foot radius curve

16-085-00170 0044

Lots 113 to 142  
144 to 158

EXHIBIT "A"

The following described tracts of real property in Weber County, State of Utah:

Parcel 1:

Part of the southeast quarter of section 20, Township 7 North, Range 1 West, Salt Lake Base 8 Meridian, U. S. Survey; beginning at a point north 299.97 feet and west 696.19 feet from the S. E. corner of Sec. 20, Township north, range 1 west, Salt Lake Base and Meridian, U. S. Survey. Said point being on the north right-of-way line of the Ogden-Brigham canal, thence 6 courses along said north right-of-way as follows: N 78° 29' 51" W 216.13 feet, along the arc of a 980.00 foot radius curve to the right 21.67 feet; N 77° 13' 51" W 269.70 feet; along the arc of a 80.00 foot radius curve to the right 21.67 feet; N 61° 42' 51" W 103.20 feet; along the arc of a 120.00 foot radius curve to the left 43.22 feet, thence N 40° 07' 09" W 112.00 feet; thence N 65° 47' 09" E 120.92 feet thence along the arc of a 142.53 foot radius curve to the right 68.43 feet whose long chord bearing is N 10° 27' 41" W and length is 67.77 feet; thence S 86° 42' 30" E 175.00 feet; thence S 71° 53' 38" E 113.00 feet; thence S 83° 40' 26" E 270.00 feet; thence S 0° 35' 51" E 30.00 feet; thence N 89° 24' 09" E 100.00 feet; thence S 0° 35' 51" E 110.00 feet; thence along the arc of a 1170.00 foot radius curve to the left 53.51 feet whose long chord bearing is S 86° 52' 29" E length is 53.30 feet; thence S 01° 48' 55" W 161.18 feet; thence S 89° 24' 09" W 78.63 feet to the point of beginning. Containing 4.333 Acres.

16-085-000 TO 0023

LOTS 143, 144  
156 TO 176

Parcel 2:

Part of the south east quarter fo section 20 Township 7 north, Range 1 west, Salt Lake Base 8 Meridian, U. S. Survey; and part of W. S. Butler Subdivision No. 2. Beginning at the southeast corner of section 20, Township 7 north, Range 1 west, Salt Lake Base and Meridian, U. S. Survey; thence N 00° 35' 51" W 200.00 feet; thence N 88° 50' 15" W 176.81 feet; thence along the arc of a 559.64 foot radius curve to the left 158.21 feet; said point being on the north right-of-way line of the Ogden-Brigham Canal; thence three courses along said right-of-way as follows: N 60° 39' 21" W 99.89 feet; along the arc of a 220.00 foot radius curve to the left 68.51 feet; N 78° 29' 51" W 214.07 feet; thence N 89° 24' 09" E 78.63 feet; thence N 01° 48' 55" 161.18 feet; thence along the arc of a 1170.00 foot radius curve

16-085-000 TO 0044

LOTS 113 TO 142  
145 TO 155



to the right 53.51 feet whose long chord is 53.00 feet and bearing N 86° 52' 29" W thence N 00° 35' 51" W 320.00 feet; thence N 89° 24' 09" E 314.99 feet; thence N 79° 11' 25" E 343.85 feet, thence S 11° 52' 30" E 91.39 feet; thence along the arc of a 1540.00 foot radius curve to the right 303.12 feet; thence N 79° 11' 25" E 343.85 feet, thence S 11° 52' 30" E 91.39 feet; thence along the arc of a 1540.00 foot radius curve to the right 303.12 feet; thence S 00° 35' 52" E 462.36 feet; thence N 89° 56' 00" W 40.00 feet to the point of beginning. Containing 9.232 Acres.

Parcel 3:

Part of the southwest quarter section 21, Township 7 north, Range 1 west, Salt Lake Base 8 Meridian, U. S. Survey; beginning at a point S 89° 56' 00" E 40.00 feet from the southwest corner of section 21, Township 7 north, Range 1 west, Salt Lake Base and Meridian, U. S. Survey; thence N 00° 35' 51" W 430.00 feet; thence N 77° 24' 09" E 210.00 feet; thence N 58° 24' 09" E 235.00 feet; thence S 89° 50' 26" E 552.85 feet; thence due east 100.00 feet; thence N 45° 00' 00" E 145.00 feet; thence S 35° 00' 00" E 170.00 feet; thence S 41° 56' 40" E 150.00 feet; thence S 47° 03' 20" W 199.68 feet; thence N 41° 56' 40" W 11.69 feet; thence S 38° 12' 55" W 857.09 feet; thence S 00° 04' 00" W 150.05 feet; thence N 89° 56' 00" W 123.00 feet; thence S 45° 04' 00" W 95.00 feet; thence S 00° 04' 00" W 123.00 feet; thence N 89° 56' 00" W 836.03 feet; to the point of beginning. Containing 26.681 Acres.

16-091-0001 To 0006  
 16-090-0001 To 0008  
 16-087-0001 To 0013  
 16-093-0001 To 0007  
 16-089-0001 To 0007  
 LOTS 23 TO 35  
 75 TO 112

Parcel 4:

Part of the southwest quarter section 21, Township 7 north, Range 1 west, Salt Lake Base 8 Meridian, U. S. Survey; beginning at a point S 89° 56' 00" E 876.03 feet from the southwest corner of section 21, Township 7 north, Range 1 west, Salt Lake Base and Meridian, U. S. Survey. Thence N 00° 04' 00" E 123.00 feet; thence N 45° 04' 00" E 95.00 feet; thence X 89° 56' 00" E 123.00 feet; thence N 00° 04' 00" E 150.05 feet; thence N 38° 12' 55" E 857.09 feet; thence S 41° 56' 40" E 11.69 feet; thence N 49° 09' 45" E 60.00 feet; thence S 37° 49' 30" E 117.71 feet; thence S 19° 53' 34" E 162.74 feet; thence N 80° 31' 29" E 133.42 feet; thence along the arc of a 567.00 foot radius curve to the left 60.00 feet whose long chord distance is 59.97

16-094-0001 To 0017  
 16-095-0001 To 0006  
 16-096-0001 To 0009  
 16-097-0001 To 0007  
 16-092-0001 To 0014  
 LOTS 170 TO 22  
 24 TO 74

to the right 53.51 feet whose long chord is 53.00 feet and bearing N 86° 52' 29" W thence N 00° 35' 51" W 320.00 feet; thence N 89° 24' 09" E 314.99 feet; thence N 79° 11' 25" E 343.85 feet, thence S 11° 52' 30" E 91.39 feet; thence along the arc of a 1540.00 foot radius curve to the right 303.12 feet; thence N 79° 11' 25" E 343.85 feet, thence S 11° 52' 30" E 91.39 feet; thence along the arc of a 1540.00 foot radius curve to the right 303.12 feet; thence S 00° 35' 52" E 462.36 feet; thence N 89° 56' 00" W 40.00 feet to the point of beginning. Containing 9.232 Acres.

Parcel 3:

part of the southwest quarter section 21, Township 7 north, Range 1 west, Salt Lake Base 8 Meridian, U. S. Survey; beginning at a point S 89° 56' 00" E 40.00 feet from the southwest corner of section 21, Township 7 north, Range 1 west, Salt Lake Base and Meridian, U. S. Survey; thence N 00° 35' 51" W 430.00 feet; thence N 77° 24' 09" E 210.00 feet; thence N 58° 24' 09" E 235.00 feet; thence S 89° 50' 26" E 552.85 feet; thence due east 100.00 feet; thence N 45° 00' 00" E 145.00 feet; thence S 35° 00' 00" E 170.00 feet; thence S 41° 56' 40" E 150.00 feet; thence S 47° 03' 20" W 199.68 feet; thence N 41° 56' 40" W 11.69 feet; thence S 38° 12' 55" W 857.09 feet; thence S 00° 04' 00" W 150.05 feet; thence N 89° 56' 00" W 123.00 feet; thence S 45° 04' 00" W 95.00 feet; thence S 00° 04' 00" W 123.00 feet; thence N 89° 56' 00" W 836.03 feet; to the point of beginning. Containing 26.681 Acres.

16-091-0001 To 0006  
 16-090-0001 To 0008  
 16-087-0001 To 0013  
 16-088-0001 To 0007  
 16-089-0001 To 0007  
 Lots 23 To 25  
 75 To 112

Parcel 4:

Part of the southwest quarter section 21, Township 7 north, Range 1 west, Salt Lake Base 8 Meridian, U. S. Survey; beginning at a point S 89° 56' 00" E 876.03 feet from the southwest corner of section 21, Township 7 north, Range 1 west, Salt Lake Base and Meridian, U. S. Survey. Thence N 00° 04' 00" E 123.00 feet; thence N 45° 04' 00" E 95.00 feet; thence X 89° 56' 00" E 123.00 feet; thence N 00° 04' 00" E 150.05 feet; thence N 38° 12' 55" E 857.09 feet; thence S 41° 56' 40" E 11.69 feet; thence N 49° 09' 45" E 60.00 feet; thence S 37° 49' 30" E 117.71 feet; thence S 19° 53' 34" E 162.74 feet; thence N 80° 31' 29" E 133.42 feet; thence along the arc of a 567.00 foot radius curve to the left 60.00 feet whose long chord distance is 59.97

16-090-0001 To 0007  
 16-085-0001 To 0006  
 16-086-0001 To 0004  
 16-087-0001 To 0007  
 16-082-0001 To 0014  
 Lots 170 To 172  
 26 To 74

feet and bearing N 12° 11' 28" W; thence N 74° 46' 39" E 311.40 feet; thence S 00° 05' 12" E 783.02 feet; thence N 89° 56' 00" W 1855.25 feet to the point of beginning. Containing 31.263 Acres.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent they are located outside the Lots included within the above-described tract.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (a) To construct a Living Unit on each and every Lot and to improve the Common Areas with such facilities (including, but not limited to, roads, recreational facilities, walkways, and various landscaped areas) designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; (b) To develop and improve, as Declarant may in its sole discretion determine to be appropriate, each and every portion of the Undeveloped Land. If pursuant to the foregoing reservations, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire twenty years after the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all reservations and exclusions; all 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 easements and rights-of-way; and all easements and rights-of-way of record.

feet and bearing N 12° 11' 28" W; thence N 74° 46' 39" E 311.40 feet; thence S 00° 05' 12" E 783.02 feet; thence N 89° 56' 00" W 1855.25 feet to the point of beginning. Containing 31.263 Acres.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent they are located outside the Lots included within the above-described tract.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (a) To construct a Living Unit on each and every Lot and to improve the Common Areas with such facilities (including, but not limited to, roads, recreational facilities, walkways, and various landscaped areas) designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; (b) To develop and improve, as Declarant may in its sole discretion determine to be appropriate, each and every portion of the Undeveloped Land. If pursuant to the foregoing reservations, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire twenty years after the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all reservations and exclusions; all 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 easements and rights-of-way; and all easements and rights-of-way of record.

The following described parcels of land situate in Weber County, Utah (All Common Areas), to-wit:

Parcel A:

16-085-0024

Beginning at a point located 668.81 feet North and 1143.67 feet West of the SE Corner of Section 20, T7N, R1W, SLB & M; running thence S 71°53'38" E 10.14 feet; thence S 27°33'20" E 96.57 feet to the North Line of 3350 North St.; thence to the right on the arc of a curve whose radius is 556.93 feet a distance of 10.01 feet; thence N 27°33'20" E 95.42 feet to the point of beginning.

Parcel B:

16-085-0025

Beginning at a point located 229.97 feet North and 696.19 feet West of the SE Corner of Section 20, T7N, R1W, SLB & M; running thence N 78°29'51" W 216.13 feet; thence to the right on the arc of a curve whose radius is 980.00 feet a distance of 21.67 feet; thence N 77°13'51" W 269.70 feet; thence to the right on the arc of a curve whose radius is 80.00 feet a distance of 21.67 feet; thence N 61°42'51" W 103.20 feet; thence to the left on the arc of a curve whose radius is 120.00 feet a distance of 43.22 feet; thence N 40°07'09" W 112.00 feet; thence N 65°47'09" E 12.61 feet; thence S 40°07'09" E 91.12 feet; thence S 61°42'51" E 163.04 feet; thence to the left on the arc of a curve whose radius is 70.00 feet a distance of 18.96 feet; thence S 77°13'51" E 269.70 feet; thence to the left on the arc of a curve whose radius is 970.00 feet a distance of 21.44 feet; thence S 77°13'51" E 7.26 feet; thence N 19°07'02" E 95.04 feet to the South Line of 3350 South St.; thence to the left on the arc of a curve whose radius is 616.93 feet a distance of 10.00 feet; thence S 18°11'19" W 93.84 feet; thence S 78°29'51" E 252.44 feet; thence S 89°24'09" W 47.71 feet to the point of beginning.

Parcel C:

16-086-0044

Beginning at a point located 720.05 feet North and West 70.64 feet from the SE Corner of Sec. 20, T7N, R1W, SLB & M; running thence to the left on the arc of a curve whose radius is 1460.00 feet a distance of 27.14 feet; thence N 11°52'30" W 92.87 feet along the West Line of 450 East St.; thence S 79°11'25" W 343.85 feet; thence S 89°24'09" W 314.99 feet; thence S 00°35'51" E 114.51 feet; thence N 89°24'09" E 100.00 feet; thence N 00°35'51" W 10.00 feet; thence S 89°24'09" W 60.00 feet; thence N 00°35'51" W 94.51 feet; thence N 89°24'09" E 220.00 feet; thence S 00°35'51" E 94.51 feet; thence S 89°24'09" W 60.00 feet; thence S 00°35'51" E 10.00 feet; thence N 89°24'09" E 200.00 feet; thence N 00°35'51" E 10.00 feet; thence S 89°24'09" W 55.19 feet; thence N 10°48'35" W 100.00 feet; thence N 79°11'25" E 210.00 feet; thence S 10°48'35" E 100.00 feet; thence S 79°11'25" W 55.00 feet; thence S 10°48'35" E 10.00 feet; thence N 79°11'25" E 100.00 feet to the point of beginning.  
Contains 0.579 Acres.

The following described parcels of land situate in Weber County, Utah (All Common Areas), to-wit:

Parcel A:

16-085-0024

Beginning at a point located 668.81 feet North and 1143.67 feet West of the SE Corner of Section 20, T7N, R1W, SLB & M; running thence S 71°53'38" E 10.14 feet; thence S 27°33'20" E 96.57 feet to the North Line of 3350 North St.; thence to the right on the arc of a curve whose radius is 556.93 feet a distance of 10.01 feet; thence N 27°33'20" E 95.42 feet to the point of beginning.

Parcel B:

16-085-0025

Beginning at a point located 229.97 feet North and 696.19 feet West of the SE Corner of Section 20, T7N, R1W, SLB & M; running thence N 78°29'51" W 216.13 feet; thence to the right on the arc of a curve whose radius is 980.00 feet a distance of 21.67 feet; thence N 77°13'51" W 269.70 feet; thence to the right on the arc of a curve whose radius is 80.00 feet a distance of 21.67 feet; thence N 61°42'51" W 103.20 feet; thence to the left on the arc of a curve whose radius is 120.00 feet a distance of 43.22 feet; thence N 40°07'09" W 112.00 feet; thence N 65°47'09" E 12.61 feet; thence S 40°07'09" E 91.12 feet; thence S 61°42'51" E 163.04 feet; thence to the left on the arc of a curve whose radius is 70.00 feet a distance of 18.96 feet; thence S 77°13'51" E 269.70 feet; thence to the left on the arc of a curve whose radius is 970.00 feet a distance of 21.44 feet; thence S 77°13'51" E 7.26 feet; thence N 19°07'02" E 95.04 feet to the South Line of 3350 South St.; thence to the left on the arc of a curve whose radius is 616.93 feet a distance of 10.00 feet; thence S 18°11'19" W 93.84 feet; thence S 78°29'51" E 252.44 feet; thence S 89°24'09" W 47.71 feet to the point of beginning.

Parcel C:

16-086-0044

Beginning at a point located 720.05 feet North and West 70.64 feet from the SE Corner of Sec. 20, T7N, R1W, SLB & M; running thence to the left on the arc of a curve whose radius is 1450.00 feet a distance of 27.14 feet; thence N 11°52'30" W 92.87 feet along the West Line of 450 East St.; thence S 79°11'25" W 343.85 feet; thence S 89°24'09" W 314.99 feet; thence S 00°35'51" E 114.51 feet; thence N 89°24'09" E 100.00 feet; thence N 00°35'51" W 10.00 feet; thence S 89°24'09" W 60.00 feet; thence N 00°35'51" W 94.51 feet; thence N 89°24'09" E 220.00 feet; thence S 00°35'51" E 94.51 feet; thence S 89°24'09" W 60.00 feet; thence S 00°35'51" E 10.00 feet; thence N 89°24'09" E 200.00 feet; thence N 00°35'51" E 10.00 feet; thence S 89°24'09" W 55.19 feet; thence N 10°48'35" W 100.00 feet; thence N 79°11'25" E 210.00 feet; thence S 10°48'35" E 100.00 feet; thence S 79°11'25" W 55.00 feet; thence S 10°48'35" E 10.00 feet; thence N 79°11'25" E 100.00 feet to the point of beginning.  
Contains 0.579 Acres.

Parcel D: (ENTRANCE PARK)

BOOK 1282 PAGE 601

16-086-0042

Beginning at a point located 303.87 feet North and 43.17 feet West of the SE Cor. of Sec. 20, T7N, R1W, SLB & M; running thence S 89°24'09" W 100.00 feet to the East Line of 425 East St.; thence S 00°35'51" E 85.45 feet; thence to the left on the arc of a curve whose radius is 15.00 feet a distance of 23.10 feet to the North Line of 3325 North St.; thence S 88°50'15" E 70.03 feet; thence to the left on the arc of a curve whose radius is 15.00 feet a distance of 24.02 feet to the West Line of 450 East St.; thence N 00°35'51" W 87.60 feet to the point of beginning.

Parcel E:

16-086-0043

Beginning at a point located North 205.18 feet and West 372.16 feet from the SE Corner of Section 20, T7N, R1W, SLB & M; running thence N 00°35'51" W 98.16 feet; thence S 89°24'09" W 130.15 feet; thence N 00°35'51" W 100.00 feet to the South Line of 3350 North St.; thence S 89°24'09" W 10.00 feet; thence S 00°35'51" E 100.00 feet; thence S 89°24'09" W 182.87 feet; thence S 78°29'51" E 214.07 feet; thence to the right on the arc of a curve whose radius is 220.00 feet a distance of 68.51 feet; thence S 60°39'21" E 57.72 feet to the point of beginning.  
Contains 0.372 Acres.

Parcel F:

16-088-0008

Beginning at a point located 32.12 feet North and 753.08 feet East of the SW Cor. of Sec. 21, T7N, R1W, SLB & M; running thence N 0°04'00" E 160.00 feet; thence N 52°04'00" E 189.39 feet; thence N 39°42'55" E 260.62 feet; thence N 50°17'05" W 125.00 feet to the East Line of 500 East St.; thence N 39°42'55" E 10.00 feet; thence S 50°17'05" E 125.00 feet; thence N 39°42'55" E 472.61 feet; thence N 52°12'55" E 252.07 feet to the South Line of 3500 North St.; thence S 41°56'40" E 30.00 feet; thence S 38°12'55" W 857.09 feet; thence S 00°04'00" W 150.05 feet; thence N 89°56'00" W 123.00 feet; thence S 45°04'00" W 95.00 feet; thence S 00°04'00" W 90.00 feet to the North Line of 3300 North St.; thence N 89°56'00" W 122.99 feet to the point of beginning. Contains 3.13 Acres.

Parcel G:

16-091-0007

Beginning at a point located North 32.95 feet and East 39.66 feet from the SW Corner of Section 21, T7N, R1W, SLB & M; running thence N 00°35'51" W 430.00 feet along the East Line of 450 East St.; thence N 77°24'09" E 210.00 feet; thence N 58°24'09" E 235.00 feet; thence N 45°24'00" E 215.00 feet; thence N 28°56'35" E 425.31 feet; thence N 00°09'34" E 165.00 feet; thence S 98°50'26" E 552.85 feet; thence East 29.13 feet to the West Line of 3500 North St.; thence to the left on the arc of a curve whose radius is 1330.00 feet a distance of 23.54 feet; thence West 41.58 feet; thence N 89°50'26" W 259.20 feet; thence S 39°42'55" W 823.80 feet; thence S 55°03'44" W 336.09 feet; thence S 48°50'55" E 132.19 feet; thence S 49°20'19" W 337.91 feet; thence S 00°04'00" W 110.00 feet to the North Line of 3300 North St.,

Parcel D: (ENTRANCE PARK)

BOOK 1282 PAGE 601

16-086-0042  
Beginning at a point located 303.87 feet North and 43.17 feet West of the SE Cor. of Sec. 20, T7N, R1W, SLB & M; running thence S 89°24'09" W 100.00 feet to the East Line of 425 East St.; thence S 00°35'51" E 85.45 feet; thence to the left on the arc of a curve whose radius is 15.00 feet a distance of 23.10 feet to the North Line of 3325 North St.; thence S 88°50'15" E 70.03 feet; thence to the left on the arc of a curve whose radius is 15.00 feet a distance of 24.02 feet to the West Line of 450 East St.; thence N 00°35'51" W 87.60 feet to the point of beginning.

Parcel E:

16-086-0043  
Beginning at a point located North 205.18 feet and West 372.16 feet from the SE Corner of Section 20, T7N, R1W, SLB & M; running thence N 00°35'51" W 98.16 feet; thence S 89°24'09" W 130.15 feet; thence N 00°35'51" W 100.00 feet to the South Line of 3350 North St.; thence S 89°24'09" W 10.00 feet; thence S 00°35'51" E 100.00 feet; thence S 89°24'09" W 182.87 feet; thence S 78°29'51" E 214.07 feet; thence to the right on the arc of a curve whose radius is 220.00 feet a distance of 68.51 feet; thence S 60°39'21" E 57.72 feet to the point of beginning.  
Contains 0.372 Acres.

Parcel F:

16-088-0008  
Beginning at a point located 32.12 feet North and 753.08 feet East of the SW Cor. of Sec. 21, T7N, R1W, SLB & M; running thence N 0°04'00" E 160.00 feet; thence N 52°04'00" E 189.39 feet; thence N 39°42'55" E 260.62 feet; thence N 50°17'05" W 125.00 feet to the East Line of 500 East St.; thence N 39°42'55" E 10.00 feet; thence S 50°17'05" E 125.00 feet; thence N 39°42'55" E 472.61 feet; thence N 52°12'55" E 252.07 feet to the South Line of 3500 North St.; thence S 41°56'40" E 30.00 feet; thence S 38°12'55" W 857.09 feet; thence S 00°04'00" W 150.05 feet; thence N 89°56'00" W 123.00 feet; thence S 45°04'00" W 95.00 feet; thence S 00°04'00" W 90.00 feet to the North Line of 3300 North St.; thence N 89°56'00" W 122.99 feet to the point of beginning. Contains 3.13 Acres.

Parcel G:

16-091-0007  
Beginning at a point located North 32.95 feet and East 39.66 feet from the SW Corner of Section 21, T7N, R1W, SLB & M; running thence N 00°35'51" W 430.00 feet along the East Line of 450 East St.; thence N 77°24'09" E 210.00 feet; thence N 58°24'09" E 235.00 feet; thence N 45°24'00" E 215.00 feet; thence N 28°56'35" E 425.31 feet; thence N 00°09'34" E 165.00 feet; thence S 98°50'26" E 552.85 feet; thence East 29.13 feet to the West Line of 3500 North St.; thence to the left on the arc of a curve whose radius is 1330.00 feet a distance of 23.54 feet; thence West 41.58 feet; thence N 89°50'26" W 259.20 feet; thence S 39°42'55" W 823.80 feet; thence S 55°03'44" W 336.09 feet; thence S 48°50'55" E 132.19 feet; thence S 49°20'19" W 337.91 feet; thence S 00°04'00" W 110.00 feet to the North Line of 3300 North St.,



Parcel G (continued)

BOOK 1282 PAGE 602

thence N 89°56'00" W 103.42 feet to the point of beginning. Contains 4.679 Acres.

Parcel H:

16-092-0015

Beginning at a point located 450.81 feet North and 1154.65 feet East of the SW Cor. of Sec. 21, T7N, R1W, SLB & M; running thence N 38°12'55" E 10.09 feet; thence S 59°21'00" E 129.95 feet to the West line of 575 East St.; thence to the left on the arc of a curve whose radius is 580.00 feet a distance of 10.00 feet; thence N 59°21'00" W 131.19 feet to the point of beginning. Containing 0.30 Acres.

Parcel I:

16-096-0010

Beginning at a point located 341.29 feet North and 1469.34 feet East of the SW Cor. of Sec. 21, T7N, R1W, SLB & M; running thence N 38°12'55" E 339.50 feet; thence N 48°41'28" E 74.17 feet; thence N 26°25'46" E 130.00 feet to the East line of 575 East St.; thence to the right on the arc of a curve whose radius is 270.00 feet, a distance of 10.00 feet; thence S 26°25'46" E 130.00 feet; thence N 72°34'14" E 80.00 feet; thence S 57°25'41" E 144.51 feet; thence S 06°26'18" E 152.57 feet; thence S 64°12'43" E 120.00 feet to the West line of 675 East St.; thence to the right on the arc of a curve whose radius is 270.00 feet a distance of 10.00 feet; thence N 64°12'43" W 110.00 feet; thence S 79°10'41" W 43.12 feet; thence N 89°56'00" W 366.16 feet; thence S 38°12'55" E 158.95 feet to the North Line of 3350 North St.; thence N 89°56'00" W 12.72 feet to the point of beginning. Contains 1.71 Acres.

Parcel G (continued)

thence N 89°56'00" W 103.42 feet to the point of beginning. Contains 4.679 Acres.

Parcel H:

16-092-0015

Beginning at a point located 450.81 feet North and 1154.65 feet East of the SW Cor. of Sec. 21, T7N, R1W, SLB & M; running thence N 38°12'55" E 10.09 feet; thence S 59°21'00" E 129.95 feet to the West line of 575 East St.; thence to the left on the arc of a curve whose radius is 580.00 feet a distance of 10.00 feet; thence N 59°21'00" W 131.19 feet to the point of beginning. Containing 0.30 Acres.

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16-096-0010

Beginning at a point located 341.29 feet North and 1469.34 feet East of the SW Cor. of Sec. 21, T7N, R1W, SLB & M; running thence N 38°12'55" E 339.50 feet; thence N 48°41'28" E 74.17 feet; thence N 26°25'46" E 130.00 feet to the East line of 575 East St.; thence to the right on the arc of a curve whose radius is 270.00 feet, a distance of 10.00 feet; thence S 26°25'46" E 130.00 feet; thence N 72°34'14" E 80.00 feet; thence S 57°25'41" E 144.51 feet; thence S 06°26'18" E 152.57 feet; thence S 64°12'43" E 120.00 feet to the West line of 675 East St.; thence to the right on the arc of a curve whose radius is 270.00 feet a distance of 10.00 feet; thence N 64°12'43" W 110.00 feet; thence S 79°10'41" W 43.12 feet; thence N 89°56'00" W 366.16 feet; thence S 38°12'55" E 158.95 feet to the North Line of 3350 North St.; thence N 89°56'00" W 12.72 feet to the point of beginning. Contains 1.71 Acres.

EXHIBIT "C"

UNDEVELOPED LAND

The following described real property in Weber County, Utah:

Beginning at the SW Corner of Section 21, T7N, R1W, S. L. B. and M., running thence S 89° 56' 00" E along the South line of said Section 21 2709.28 feet to the S½ Corner of said Section 21, thence North along the centerline of said Section 21 and the centerline of Section 16, T7N, R1W, S. L. B. and M., 7018.00 feet to the South line of Utah Power and Light Company easement, thence S 89° 20' W along said South line 3960.6 feet; thence South 418.00 feet; thence West 1320.00 feet to the centerline of Section 17, T7N, R1W, S. L. B. and M., thence South along the Centerline of said Section 17 and the Centerline of Section 20, T7N, R1W, S. L. B. and M., 3960.00 feet to the Center of said Section 20; thence East 660.00 feet along the Centerline of said Section 20; thence South 0° 20' E 2398.02 feet to the North line of Ogden-Brigham Canal; thence Easterly along said North line and along the North line of 3325 North Street to a point located N 0° 20' W 200.00 feet from the point of beginning; thence S 0° 20' E 200.00 feet to the point of beginning;

Less the NW¼ of the SW¼ and the SW¼ of the NW¼ of Section 21, T7N, R1W, S. L. B. and M.,

and less Lakeview Heights Subdivision, Phase I, described as follows:

Beginning at the SE Corner of Section 20, T7N, R1W, S. L. B. & M., running thence N 0° 35' 51" W 200.00 feet; thence N 88° 50' 15" W 176.81 feet; thence along the arc of a 559.64 foot radius curve to the left 158.21 feet; said point being on the North R/W line as follows: N 60° 39' 21" W 99.89 feet; along the arc of a 220.00 foot radius curve to the left 68.51 feet; N 78° 29' 51" W 430.20 feet; along the arc of a 980.00 foot radius curve to the right 21.67 feet; N 77° 13' 51" W 269.70 feet; along the arc of a 80.00 foot radius curve to the right 21.67 feet; N 61° 42' 51" W 103.20 feet; along the arc of a 120.00 foot radius curve to the left 43.22 feet; thence N 40° 04' 09" W 112.00 feet; thence N 65° 47' 09" E 120.92 feet;

16-037-0029, 0012  
16-042-0015, 0016, 0017  
16-048-0014  
16-004-0024, 0007  
16-037-0028, 0040, 0007

EXHIBIT "C"

UNDEVELOPED LAND

The following described real property in Weber County, Utah:

SE 1/4 20  
 NE 1/4 20  
 S 1/2 17  
 SW 1/4 16  
 W 1/2 21

16-037-0079, 0072  
 16-042-0015, 0016, 0007  
 16-008-0014  
 16-009-0034, 0007  
 16-032-0008, 0010, 0009

Beginning at the SW Corner of Section 21, T7N, R1W, S. L. B. and M., running thence S 89° 56' 00" E along the South line of said Section 21 2709.28 feet to the S 1/2 Corner of said Section 21, thence North along the centerline of said Section 21 and the centerline of Section 16, T7N, R1W, S. L. B. and M., 7018.00 feet to the South line of Utah Power and Light Company easement, thence S 89° 20' W along said South line 3960.6 feet; thence South 418.00 feet; thence West 1320.00 feet to the centerline of Section 17, T7N, R1W, S. L. B. and M., thence South along the Centerline of said Section 17 and the Centerline of Section 20, T7N, R1W, S. L. B. and M., 3960.00 feet to the Center of said Section 20; thence East 660.00 feet along the Centerline of said Section 20; thence South 0° 20' E 2398.02 feet to the North line of Ogden-Brigham Canal; thence Easterly along said North line and along the North line of 3325 North Street to a point located N 0° 20' W 200.00 feet from the point of beginning; thence S 0° 20' E 200.00 feet to the point of beginning;

Less the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 21, T7N, R1W, S. L. B. and M.,

and less Lakeview Heights Subdivision, Phase 1, described as follows:

Beginning at the SE Corner of Section 20, T7N, R1W, S. L. B. & M., running thence N 0° 35' 51" W 200.00 feet; thence N 88° 50' 15" W 176.81 feet; thence along the arc of a 559.64 foot radius curve to the left 158.21 feet; said point being on the North R/W line as follows: N 60° 39' 21" W 99.89 feet; along the arc of a 220.00 foot radius curve to the left 68.51 feet; N 78° 29' 51" W 430.20 feet; along the arc of a 980.00 foot radius curve to the right 21.67 feet; N 77° 13' 51" W 269.70 feet; along the arc of a 80.00 foot radius curve to the right 21.67 feet; N 61° 42' 51" W 103.20 feet; along the arc of a 120.00 foot radius curve to the left 43.22 feet; thence N 40° 04' 09" W 112.00 feet; thence N 65° 47' 09" E 120.92 feet;

thence along the arc of 142.53 foot radius curve to the right 68.43 feet whose long chord bearing is N 10° 27' 41" W and length is 67.77 feet; thence S 86° 42' 30" E 175.00 feet; thence S 71° 53' 38" E 113.60 feet; thence S 83° 40' 26" E 270.00 feet; thence S 0° 35' 51" E 30.00 feet; thence N 89° 24' 09" E 100.00 feet; thence N 0° 35' 51" W 210.00 feet; thence N 89° 24' 09" E 314.99 feet; thence N 79° 11' 25" E 343.85 feet; S 11° 52' 30" E 91.39 feet; thence along the arc of a 1540.00 foot radius curve to the right 303.12 feet; thence S 0° 35' 51" E 32.36 feet; thence N 77° 24' 09" E 210.00 feet; thence N 58° 24' 09" E 235.00 feet; thence N 45° 24' 09" E 215.00 feet; thence N 28° 56' 35" E 425.31 feet; thence N 00° 09' 34" E 165.00 feet; thence S 89° 50' 26" E 552.85 feet; thence due East 100.00 feet; thence N 45° 00' 00" E 145.00 feet; thence S 35° 00' 00" E 170.00 feet; thence S 41° 56' 40" E 150.00 feet; thence S 49° 06' 48" E 163.99 feet; thence S 61° 57' 44" E 270.34 feet; thence S 49° 09' 45" E 60.00 feet; thence S 37° 49' 30" E 117.71 feet; thence S 19° 53' 34" E 162.74 feet; thence N 80° 31' 29" E 133.42 feet; thence along the arc of a 567.00 foot radius curve to the left 60.00 feet whose long chord distance is 59.97 feet and bearing N 12° 11' 28" W; thence N 71° 46' 39" E 311.40 feet; thence S 00° 05' 12" E 783.02 feet; to the SW Corner of Section 21, T7N, R1W thence N 89° 56' 00" W 2709.28 feet to the point of beginning.

The description of the Undeveloped Land is set forth herein solely for purposes of identification. This Declaration is not intended to create and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any real property or interests in real property other than: (a) The Tract which in Exhibit A is expressly subjected to the terms of this Declaration; (b) Such Tracts as may hereafter be expressly subjected to the terms hereof; and (c) Such Lots, Subdivisions and developments as may now or hereafter be expressly subjected to the terms hereof.

thence along the arc of 142.53 foot radius curve to the right 68.43 feet whose long chord bearing is N 10° 27' 41"W and length is 67.77 feet; thence S 86° 42' 30" E 175.00 feet; thence S 71° 53' 38" E 113.60 feet; thence S 83° 40' 26" E 270.00 feet; thence S 0° 35' 51" E 30.00 feet; thence N 89° 24' 09" E 100.00 feet; thence N 0° 35' 51" W 210.00 feet; thence N 89° 24' 09" E 314.99 feet; thence N 79° 11' 25" E 343.85 feet; S 11° 52' 30" E 91.39 feet; thence along the arc of a 1540.00 foot radius curve to the right 303.12 feet; thence S 0° 35' 51" E 32.36 feet; thence N 77° 24' 09" E 210.00 feet; thence N 58° 24' 09" E 235.00 feet; thence N 45° 24' 09" E 215.00 feet; thence N 28° 56' 35" E 425.31 feet; thence N 0° 09' 34" E 165.00 feet; thence S 89° 50' 26" E 552.85 feet; thence due East 100.00 feet; thence N 45° 00' 00" E 145.00 feet; thence S 35° 00' 00" E 170.00 feet; thence S 41° 56' 40" E 150.00 feet; thence S 49° 06' 48" E 163.99 feet; thence S 61° 57' 44" E 270.34 feet; thence S 49° 09' 45" E 60.00 feet; thence S 37° 49' 30" E 117.71 feet; thence S 19° 53' 34" E 162.74 feet; thence N 80° 31' 29" E 133.42 feet; thence along the arc of a 567.00 foot radius curve to the left 60.00 feet whose long chord distance is 59.97 feet and bearing N 12° 11' 28" W; thence N 71° 46' 39" E 311.40 feet; thence S 00° 05' 12" E 783.02 feet; to the SW Corner of Section 21, T7N, R1W thence N 89° 56' 00" W 2709.28 feet to the point of beginning.

The description of the Undeveloped Land is set forth herein solely for purposes of identification. This Declaration is not intended to create and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any real property or interests in real property other than: (a) The Tract which in Exhibit A is expressly subjected to the terms of this Declaration; (b) Such Tracts as may hereafter be expressly subjected to the terms hereof; and (c) Such Lots, Subdivisions and developments as may now or hereafter be expressly subjected to the terms hereof.

ARTICLES OF INCORPORATION

OF

THE LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION

(A Utah Nonprofit Corporation)

I, Aubra G. Grice, the undersigned natural person over the age of 21 years whose address is 560 South 300 East, Suite 107, Salt Lake City, Utah 84111, acting as incorporator of a nonprofit corporation under the Utah Nonprofit Corporation and Co-operative Association Act (Sections 16-6-111, Utah Code Annotated (1953), hereby adopt these Articles of Incorporation for such corporation.

The name of the corporation is THE LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION. The corporation shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

I. DEFINITIONS

When used in these Articles the following terms shall have the meaning indicated:

1. Articles shall mean and refer to these Articles of Incorporation of the Lakeview Heights Homeowners Association.
2. Association shall mean and refer to the Lakeview Heights Homeowners Association, the Utah nonprofit corporation, which is created by the filing of these Articles.
3. Member shall mean and refer to every person who holds membership in the Association.
4. Developer shall mean and refer to Ben Leonard Estates, a Utah General Partnership, its successors and assigns.
5. Property shall mean and refer to the real property situated in Weber County, Utah, described in the Plat and in the Declaration and any expansion thereof through annexation as provided in the Declaration.
6. Board shall mean the Board of Trustees of the Association.
7. Plat shall mean and refer to the subdivision plat covering the Property, entitled (Lakeview Heights Subdivision, a Planned Unit Development), executed and acknowledged by developer, prepared and certified to by O. Neil Smith (a duly registered Utah Professional Engineer and Land Surveyor), and filed for record in the office of the County Records of Weber County, Utah on November 16, 1977, in Book 20 of Plats, page 95-100 as Entry No. 718548, and other Plats which may be filed in conjunction with the expansion of the development as provided in the declaration.

ARTICLES OF INCORPORATION  
OF  
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(A Utah Nonprofit Corporation)

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8. Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions, and Restrictions of the Lakeview Heights Planned Unit Development", executed and acknowledged by Developer and filed for record in the office of the County Recorder of Weber County, Utah, as entry No. \_\_\_\_\_ in Book \_\_\_\_\_, page \_\_\_\_\_ and subsequent Declaration or supplemental Declarations which may be recorded in connection with the expansion of the development.

9. Lot or Residential Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat designed and intended for improvement with a Living Unit. The initial phase consists of 176 Lots but the number of Lots will be increased as additional lands are annexed to the development.

10. Common Areas shall mean all property owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto. The initial Common Areas shall consist of all property described in Exhibit "B" of the Declaration.

11. Owner shall mean and refer to the person who is the owner of record (in the office of the County Records of Weber County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall 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.

12. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

## II. POWERS AND PURPOSES

1. Purposes. The Association is organized and shall be operated as a nonprofit corporation for the purpose of maintaining and administering the Common Areas, collecting and disbursing the assessments and charges provided for in the Declaration, otherwise administering, enforcing, and carrying out the terms of the Declaration, and generally providing for and promoting the recreation, health, safety, and welfare of residents of the Property.

2. Powers. The Association shall have all of the powers conferred upon it by the Declaration and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or

8. Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions, and Restrictions of the Lakeview Heights Planned Unit Development", executed and acknowledged by Developer and filed for record in the office of the County Recorder of Weber County, Utah, as entry No. \_\_\_\_\_ in Book \_\_\_\_\_, page \_\_\_\_\_ and subsequent Declaration or supplemental Declarations which may be recorded in connection with the expansion of the development.

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2. Powers. The Association shall have all of the powers conferred upon it by the Declaration and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or

described in Section 16-6-22, Utah Code Annotated (1953), as amended.

3. Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article II: (i) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its Members, Directors, or Officers or any other person, except in payment of the costs contemplated by Section 2 of Article V of the declaration; and (ii) the powers contained herein or in the Declaration.

### III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.

2. Voting Rights. The Association shall have the following described two classes of voting memberships:

Class A. Class A Members shall be all Owners, but excluding the Developer until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to the following votes: (i) Four (4) votes for each Lot which it owns; and (ii) Twenty (20) votes for each acre of undeveloped land (as defined in the Declaration) in which it holds an equitable or legal ownership. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total of votes held by all Class A Members equals the total number of votes held by the Class B Member, provided, however, that Class B membership shall be restored upon the annexation of Residential Lots to the Property pursuant to Article II of the Declaration if and so long as the number of Class B votes after such annexation exceeds the number of Class A votes, or

(b) The expiration of twenty (20) years after the date on which the Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

described in Section 16-6-22, Utah Code Annotated (1953), as amended.

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2. Voting Rights. The Association shall have the following described two classes of voting memberships:

Class A. Class A Members shall be all Owners, but excluding the Developer until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to the following votes: (i) Four (4) votes for each Lot which it owns; and (ii) Twenty (20) votes for each acre of undeveloped land (as defined in the Declaration) in which it holds an equitable or legal ownership. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total of votes held by all Class A Members equals the total number of votes held by the Class B Member, provided, however, that Class B membership shall be restored upon the annexation of Residential Lots to the Property pursuant to Article II of the Declaration if and so long as the number of Class B votes after such annexation exceeds the number of Class A votes, or

(b) The expiration of twenty (20) years after the date on which the Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

4. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of fee or undivided fee interest in a Lot either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Weber County, Utah. The Association may for all purposes act and rely on the information concerning Members and Lot ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Weber County, Utah. The address of a Member shall be deemed to be the address of the Living Unit situated on such Member's Lot unless the Association is otherwise advised.

#### IV. BOARD OF TRUSTEES

1. Number, Tenure and Qualifications. Except for the initial Board selected by Declarant which consists of five members who (and their successors) may hold office so long as Class B membership specified in the Declaration exists, the affairs of the Association shall be managed by a Board of Trustees composed of five (5) individuals. At the first meeting of the Members at which election of Trustees will take place, the Trustees shall be classified with respect to the time for which they shall severally hold office, by dividing them into three classes, to be known as classes "A", "B" and "C". Of the Trustees first chosen, Class A shall consist of one Trustee to hold office for one (1) year; Class B shall consist of two Trustees, each to hold office for two (2) years; and Class C shall consist of two Trustees, each to hold office for three (3) years. At each annual election, the successor(s) to the class of Trustees whose terms shall expire in that year shall be elected to hold office for the term of three (3) years. Any change in the number of Trustees may be made only by amendment of these Articles. Each Trustee shall hold office until his term expires and until his successor has been duly elected and qualified.

2. Initial Board. The persons who are to serve as the initial Board of Trustees selected by the Developer are as follows:

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

4. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member the address of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of fee or undivided fee interest in a Lot either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Weber County, Utah. The Association may for all purposes act and rely on the information concerning Members and Lot ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Weber County, Utah. The address of a Member shall be deemed to be the address of the Living Unit situated on such Member's Lot unless the Association is otherwise advised.

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2. Initial Board. The persons who are to serve as the initial Board of Trustees selected by the Developer are as follows:

<u>Name</u>	<u>Address</u>
Aubra G. Grice	560 South 300 East, Suite 107 Salt Lake City, Utah 84111
Kenneth R. Jensen	560 South 300 East, Suite 107 Salt Lake City, Utah 84111
Larry Newton	560 South 300 East, Suite 107 Salt Lake City, Utah 84111
Z. C. Mehan	447 West 4200 North Pleasant View, Utah 84404
Richard M. Webber	2604 Madison Avenue Ogden, Utah 84401

#### V. ARCHITECTURAL CONTROL COMMITTEE

1. Number, Composition, and Function. The Board of Trustees shall appoint a three-member Committee the function of which shall be to enforce and administer the provisions of Article VIII of the Declaration (relating to control of improvements and landscaping within the Property). The Committee need not be composed of Members. Members of the Committee shall hold office at the pleasure of the Board. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

#### VI. MISCELLANEOUS

1. Transfer of Common Areas and Dissolution. The Board of Trustees may, in connection with dissolution of the Association or otherwise, dedicate or transfer any part of the Common Areas to any public agency or authority for such purpose and subject to such conditions as may be agreed to by the Board. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the votes of the membership which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

The Association may be dissolved by the affirmative vote of two-thirds (2/3) of the votes of the membership which Members present in person or by proxy are entitled to cast at a meeting duly called (as provided in the preceding Paragraph) for the purpose. Upon dissolution of the Association all of its assets (including the Common Areas) shall be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in these Articles and the Declaration. In the event such dedication or transfer is not accepted, the Association's assets shall be transferred to a non-profit corporation, trust, or other entity to be used for such similar purposes.

<u>Name</u>	<u>Address</u>
Aubra G. Grice	560 South 300 East, Suite 107 Salt Lake City, Utah 84111
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2. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Members and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. It is anticipated that the Association and the Developer will enter into a Management Agreement to begin on or about the date these Articles are filed with the office of the Secretary of State of Utah.

3. Registered Office and Agent. The registered office of the Association shall be located in Salt Lake City, Utah. The name of the initial registered agent and the address of the initial registered office of the Association is as follows:

Larry Newton  
560 South 300 East, Suite 107  
Salt Lake City, Utah 84111

4. Amendment. Any amendment to these Articles shall require: (i) The affirmative vote of at least two-thirds (2/3) of the membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and, so long as the Class B membership exists, (ii) The written consent of the Developer. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows:

At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 4) at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the filing with the office of the Secretary of State of Utah, of appropriate articles of amendment executed by the President or Vice-President of the Association

2. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Members and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. It is anticipated that the Association and the Developer will enter into a Management Agreement to begin on or about the date these Articles are filed with the office of the Secretary of State of Utah.

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(and by the Developer if the Class B membership then exists). In such articles of amendment the President or Vice-President shall certify that the vote required by this Section for amendment has occurred.

5. Consent in Lieu of Vote. In any case in which require for 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 transactions from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of this Section 5:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 5 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Member to give or withhold his consent.

(d) Unless the consent of all Members whose membership are appurtenant to the same lot are secured, the consent of none of such Members shall be effective.

6. By-Laws and Resolutions. The Board of Trustees may adopt, amend, and repeal By-laws or resolutions for regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration, or law.

7. Interpretation. The captions which precede the various portions of these Articles are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the

(and by the Developer if the Class B membership then exists). In such articles of amendment the President or Vice-President shall certify that the vote required by this Section for amendment has occurred.

5. Consent in Lieu of Vote. In any case in which require for 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 transactions from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of this Section 5:

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(b) The total number of votes required for authorization or approval under this Section 5 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Member to give or withhold his consent.

(d) Unless the consent of all Members whose membership are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

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singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration and should be read and construed in light of that fact and liberally so as to effect all of the purposes of both instruments. To the extent the provisions of the Utah Nonprofit Corporation and Cooperative Association Act and any modifications, amendments, and additions thereto are consistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

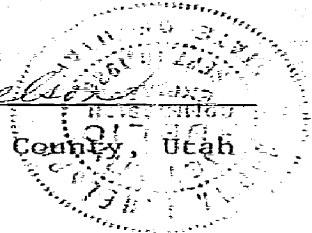
DATED this 12<sup>th</sup> day of January, 1979.

*Aubra G. Grice*  
Aubra G. Grice

STATE OF UTAH                    )  
  : ss.  
County of Salt Lake            )

On this 12<sup>th</sup> day of January, 1979, personally appeared before me Aubra G. Grice, who being by me duly sworn, declared that he is the person who as incorporator signed the foregoing Articles of Incorporation of the Lakeview Heights Homeowners Association, and that the statements contained therein are true and correct to the best of his knowledge.

*Janna L. Nelson*  
NOTARY PUBLIC  
Residing at Salt Lake County, Utah



My Commission Expires:  
Sept 16, 1980