

When Recorded Return To:
Beck Northridge Property, LLC
P.O. Box 98
American Fork, UT 84003

ENT **110568:2018** PG 1 of 29
Jeffery Smith
Utah County Recorder
2018 Nov 19 03:55 PM FEE 66.00 BY BA
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Tax Parcel Nos.: See Exhibit A.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR NORTHRIDGE AT TRAVERSE MOUNTAIN

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHRIDGE AT TRAVERSE MOUNTAIN (“**Declaration**”) is made by Beck Northridge Property, LLC, a Utah limited liability company (“**Declarant**”), Mountain Home Development Corporation, a Utah corporation (“**Master Declarant**”), and Traverse Mountain Master Association, a Utah nonprofit corporation (“**Master Association**”), on the date set forth below.

RECITALS

A. The Declarant is the owner of certain real property located in the City of Lehi (“**City**”), Utah County, State of Utah, more particularly described on Exhibit A attached hereto (“**Property**”). Declarant is developing the Property as a residential subdivision to be known as NORTHRIDGE AT TRAVERSE MOUNTAIN (“**Project**”). The Project shall be subdivided into individual single-family lots (“**Lots**”) together with streets and sidewalks within the development and public improvements along the public right of way frontages. The Project may be developed in phases.

B. Master Declarant is the declarant identified in the following recorded instrument the *Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain a Master Planned Community*, recorded in the real property records of Utah County on June 18, 2007, as Entry No. 88194:2007 (as the same is or may be amended, “**Master Declaration**”).

C. Master Association is the master homeowners’ association formed to manage, maintain, and govern the properties identified in the Master Declaration, including the Project. Among other things, the Master Association has the power to regulate the use of residential areas of the Project; establish, review and enforce architectural and landscaping standards in the Project; and impose, collect, and enforce assessments for owners in the Project, all as provided in the Master Declaration.

D. Declarant desires that the Project and the Improvements in the Project be developed in accordance with the standards established by the Declarant in this Declaration to create subdivision compatibility with the Central Canyon area of the Traverse Mountain area.

E. In addition, the Project will be subject to the Architectural Review Committee provided for pursuant to the terms of the Master Declaration.

F. The Project is **not** a condominium project.

THEREFORE, to further the general purposes expressed herein, Declarant hereby declares that the Project, and all Lots within the Project, shall at all times be owned, held, used, occupied, sold, conveyed, leased and rented subject to the provisions of this Declaration and subject to (i) the covenants, conditions, and restrictions contained herein and (ii) the easements reserved or granted herein and that the same shall run with the land and shall be binding on all persons or entities holding or taking title to any interest in the Project or any Lot therein.

ARTICLE 1 – DEFINITIONS

The plural of any word identified below shall have the same meaning as the singular and vice versa. The following words when used in this Declaration shall have the following meanings and terms used but not defined herein shall have the meaning provided in the Master Declaration if a meaning is provided:

1.1 “Architectural Guidelines” means any aesthetic, architectural, and design guidelines adopted by the Master Association or the Master Association’s Architectural Review Committee.

1.2 “City” means the City of Lehi, a political subdivision of the State of Utah.

1.3 “Common Areas” means all portions of the Project other than that which are not part of a Lot and which are intended for the use and enjoyment of all Owners.

1.4 “Covenants” means every covenant, condition, restriction, easement, and limitation set forth in this Declaration.

1.5 “Declarant” means Beck Northridge Property, LLC, and any assign or successor that acquires Declarant’s interest in the Property.

1.6 “Declaration” means this *Declaration of Covenants, Conditions and Restrictions for Northridge at Traverse Mountain* as it may be amended from time to time.

1.7 “Developer” means Declarant and any parent or subsidiary entity of Declarant and any entity owned or controlled by an entity which owns or controls Declarant.

1.8 “Exempt Lot” means any Lot owned or controlled by Declarant.

1.9 “Improvement” means every structure, feature, or other item of construction of any kind placed or constructed in the Project, including but not limited to any Residence, building, garage, lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, irrigation or drainage feature, storage structure or any other product of construction and also includes landscaping.

1.10 “Lot” means a subdivided and individually numbered residential parcel as designated on the Plat Map recorded with Utah County, and includes the Residence and any other Improvements thereon.

1.11 “Master Association” means the Traverse Mountain Master Association, a Utah non-profit corporation.

1.12 “Master Declaration” means the documents identified in Recital B of this Declaration.

1.13 “Master Declarant” means Mountain Home Development Corporation, a Utah corporation.

1.14 “Owner” means the person or entity vested with legal, record fee simple title to any Lot. If there is more than one record holder of legal title to a Lot, each shall be an Owner.

1.15 “Period of Declarant’s Control” means the period of time during which Declarant has administrative rights under this Declaration. Following the recording of this Declaration, the Period of Declarant’s Control shall continue until such time as Declarant sees fit to, by written notice, release administrative control of the Project, but in no event shall the Period of Declarant’s Control extend beyond the date which is one hundred twenty (120) days after one hundred percent (100%) of the Lots in the Project have been conveyed to individual, third-party residential purchasers.

1.16 “Plat Map” means the subdivision plat map for the Project together with any recorded plat map for each phase of the Project and any amendment thereto. A copy of the Plat Map current as of the date of this Declaration is attached hereto as Exhibit B. Declarant reserves

the right to modify the terms of any revised or amend the Plat Map for the Project. Any such revisions or amendments to the Plat Map recorded in Utah County shall also be deemed the Plat Map for purposes of this Declaration.

1.17 “Project” means the Northridge at Traverse Mountain subdivision in Lehi City, Utah County, to be constructed on the Property. The Project is **not** a cooperative and is **not** a condominium project. The Project is **not** subject to the provisions of the Utah Condominium Ownership Act, Utah Code § 57-8-1 *et seq.* The Project is not expandable.

1.18 “Property” means the real property situated in Utah County, State of Utah, as more particularly described in **Exhibit A**, against which this Declaration is recorded.

1.19 “Residence” means each single-family dwelling on a Lot in the Project. As shown on the Plat Map, the Residences within the Project are intended for single-family occupation.

ARTICLE 2 – NATURE AND DESCRIPTION OF PROJECT

2.1 Identification of the Project. This Project will be comprised of Lots (including Residences), Common Areas, and public streets and rights of way on the Property as shown on the Plat Map. The Project may be developed in phases.

2.2 Applicable Restrictions. Declarant hereby confirms and acknowledges that the Project is subject to the provisions of the Master Declaration. All of the Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved in accordance with, and subject to, the Covenants set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and the Owners of all Lots within the Project. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the Property, and every portion thereof, and shall be binding on any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors.

2.3 Declarant Rights. No provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant’s reserved rights, in addition to such rights as may be described elsewhere in this Declaration: (a) installing and completing of Improvements within the Project; (b) using any Lot owned by the Declarant as a model home, or for the placement of temporary construction or sales office; (c) installing and maintaining signs incidental to sales or construction, which are in compliance with applicable City ordinances; (d) assigning Declarant’s rights under this Declaration, in whole or in part, to one or more persons intending to construct the Project or a portion thereof, or build Residences within the Project; (e) retaining Declarant’s rights with respect to subsequent phases of the Project; (f) accessing any of the Project for the installation of Improvements; and (g) erecting permanent or temporary signs for use during the selling and marketing of the Project. Notwithstanding any other provision to the contrary in this Declaration, Declarant, in its sole and absolute discretion, shall have the right to construct and install any and all Improvements within the Project that it desires

to construct and install (and to designate such Improvements as Common Areas), so long as the Improvements comply with applicable city ordinances and the Master Declaration.

ARTICLE 3 – RELATION TO MASTER DECLARATION

3.1 Master Declaration. Notwithstanding (a) any provision of this Declaration, or (b) any action or decision of the Declarant or the Developer, nothing in this Declaration shall be interpreted to amend, modify, interpret, clarify or waive any of the provisions, terms, conditions, requirements, scope or restrictions of the Master Declaration, or alter the rights of the Master Declarant, the Master Association or the Architectural Review Committee thereunder. This Declaration is not, and shall not be interpreted as, a Supplemental Declaration or the designation of a Neighborhood Builder under Article I of the Master Declaration, or the assignment or delegations of any rights or responsibilities of the Master Declarant, the Master Association or the Architectural Review Committee. The provisions, obligations, restrictions, approvals, and requirements of this Declaration are in addition to, and are not in substitution of, the provisions, obligations, restrictions, approvals, assessments and requirements under the Master Declaration. The execution of this Declaration by the Master Declarant and the Master Association is solely for the purposes for which the Master Declarant and the Master Association are specifically referenced herein, and shall not be interpreted as the approval, acquiescence or consent by the Master Declarant or the Master Association to any other provisions of this Declaration, including, without limitation the Acceptable Landscaping Materials Guidelines. In the event of any conflict between the provisions of this Declaration (including any actions taken pursuant hereto) and the provisions of the Master Declaration, the provisions of the Master Declaration shall control.

ARTICLE 4 – PROPERTY RIGHTS, LIMITATIONS, AND USE RESTRICTIONS

4.1 Owners Bound by Declaration. Each Owner, by acceptance of a deed to a Lot, is deemed to have read and agreed to be bound by the terms and conditions set forth in this Declaration and the Master Declaration.

4.2 Enforcement of Covenants. The Declarant during the Period of Declarant’s Control may enforce the Covenants set forth in this Declaration. Among other things, the Declarant may, after notice to any non-complying owner as required by law or this Declaration, commence an action seeking to enforce compliance with the Covenants which action may, under appropriate circumstances, request a temporary restraining order or preliminary injunction to stop or prevent non-compliance with the Covenants. The Master Association may, at its discretion, enforce the Covenants. In any such legal action, the prevailing party shall be entitled to an award of reasonable costs and attorney fees. Nothing herein shall prevent an Owner affected by another Owner’s noncompliance with these Covenants from exercising any rights available to such owner under applicable law.

ARTICLE 5 –RESERVED

ARTICLE 6 – RESTRICTIONS ON USE

6.1 Residential Use of Lots and Resale Limitation. All Lots within the Project shall be used only for the construction and occupancy of one (1) Residence, in accordance with the Lot's designation on the Plat Map. All Lots shall be used, improved, and devoted exclusively for Residential use. No profession, trade or other non-residential use shall be conducted within the Project and no person shall enter into any Lot for the purpose of engaging in such uses or receiving products or services arising out of such uses without review and approval, as required by the Master Declaration or local ordinance, from the Master Association and Lehi City. No Lot may be sold by an Owner to any third-party within one year from the date it was purchased from Declarant without first notifying Declarant or the Declarant's assignee in writing. Upon receipt of such notice, Declarant may exercise an option to repurchase the Lot at the original purchase price. (This provision does not apply to construction contracts with home builders.)

6.2 Architectural Control. During the Period of Declarant's Control, no grading, excavation, building, fence, wall, Residence or Improvement of any kind may be constructed, erected, altered, repaired, or made until the plans and specifications for such construction, showing the location of all Improvements, have been approved in writing by the Architectural Review Committee to the extent required by the Master Declaration. The Architectural Review Committee, at its sole option, may require the Owner to submit a topographical plan and / or a detailed landscaping plan for review and approval. All subsequent additions to or changes or alterations in any Residence, building, structure, or other Improvement, including exterior color scheme, must also be approved in writing by the Master Association's Architectural Review Committee to the extent required by the Master Declaration. After receiving approval from the Architectural Review Committee, if required, and before commencing any construction, each Owner will be required to obtain any applicable permits or approvals required by the Master Declaration and Lehi City.

6.3 Construction Quality, Size, and Height. All Improvements constructed within the Project shall be of new materials and shall be of good quality and workmanship. ALL EXTERIOR MATERIALS AND COLORS ARE TO BE SPECIFIED ON PLANS SUBMITTED TO THE ARCHITECTURAL REVIEW COMMITTEE FOR APPROVAL. Pictures and/or renderings shall also be submitted depicting exterior materials and colors.

6.3.1 The exteriors of all Residences must be of a material approved by Lehi City. The exterior front, side or rear elevations of any Residence within the Project must be of materials, colors, and quality commensurate with other existing residential structures in nearby neighborhoods within the Traverse Mountain community which are subject to the Master Declaration.

6.3.2 All Residences will have at least a two (2) car garage. Some Residences in the Project may have a three (3) car garage.

6.3.3 The total minimum square feet, finished and unfinished, for each Residence shall be two thousand four hundred (2,400) square feet.

6.3.4 Residences shall be constructed with a minimum five to twelve (5:12) roof pitch, shed and accessory roofs less than the five to twelve roof pitch will be permitted if the Architectural Review Committee determines that a different pitch is appropriate for the architectural style of the Residence being constructed.

6.3.5 The elevations for the Residences in the Project shall vary so that the same elevation plan and color scheme is not built across the street, diagonal from, or adjacent to any Residence with the same elevation and color scheme.

6.3.6 To enhance the aesthetic appeal of the Project, the majority of the Residences will use an exterior cladding of "James Hardie" fiber cement siding on all sides. At least fifteen (15) Residences will be three (3) sides "Stucco" with the front exterior being "James Hardie" with stone. In addition, the lots shown in Exhibit D will have a stone wainscot requirement for the front and side elevations regardless of whether the remaining portion of the exteriors is "Stucco" or "James Hardie" board.

6.3.7 The four (4) Residences on Eagles View Drive shown in Exhibit B and Exhibit D will be of a quality and design comparable to the existing homes on that street including a size not less than 1,700 livable square feet on the main floor for a rambler, 2,025 livable square feet with minimum of 1,400 on the main floor for a 1 ½ story and 2,250 livable square feet for a 2 story Residence, and will require ten-inch (10") fascia board, a stone wainscot element to the front and side elevations, a third car garage if the Lot size allows.

6.4 Construction Time. The construction time for the exterior portion of any Residence may not exceed twelve (12) months from start to finish. "Start" means the time any dirt on a Lot is cut or removed in anticipation of construction or landscaping. All building debris, excavation dirt, etc., associated with the building process must be removed from the Lot within the twelve (12) month period. Such debris and excavation dirt may not be store or deposited on any of the streets or sidewalks within the Project.

6.5 Building Location. All setbacks, side yards, and rear yards within the Project must be in conformance with this Declaration and Plat Map approved by Lehi City.

6.6 Landscaping. All landscaping must be in conformance with this Declaration and the Master Association's guidelines, rules, or regulations regarding landscaping.

6.6.1 Owner Maintenance. Trees, lawns, shrubs and other landscaping, if any, provided by the Declarant either before or after the construction of a Residence on a Lot within the Project shall be properly maintained, cared for, and replaced at the Owner's expense. No landscaping, fence, wall, or screen may be erected which obstructs traffic sightlines or would otherwise constitute a traffic hazard. No landscaping or other Improvements may be placed on any Lot if doing so would damage or interfere with established slope ratios, cause erosion to any Lot, or change the direction or location of drainage channels. All materials used to retain and contour the slope of any Lot or

Improvement must conform to the natural beauty and color of the Project. Each Residence must have an outdoor sprinkler system for fire protection and irrigation.

6.6.2 Deadline for Completion of Landscaping on Lots. The front yard of each Lot (from the street to the front line of the Residence as defined by wing wall fencing) must be landscaped before the Residence may be occupied. However, if a Residence is to be occupied during a winter month or other time when landscaping is not practical, landscaping must be completed by the next May 30 following occupancy unless the Master Association's regulations provide otherwise. The remainder of the Lot must be landscaped within one (1) year of the issuance of a certificate of occupancy for the Residence as required by the Master Association. Landscaping is subject to this Declaration, including the Acceptable Landscaping Materials Guidelines.

6.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, may be used at any time for residential purposes, on either a temporary or a permanent basis. Temporary buildings and structures used during construction of a Residence on any Lot must be removed immediately upon completion of construction.

6.8 Out Buildings. Out buildings such as swimming pool and tennis court dressing facilities may be constructed on a Lot so long as they conform to the provisions of this Declaration, the Master Declaration, and the applicable ordinances of Lehi City. Any swimming pools or tennis courts must be fenced and comply with local ordinances.

6.9 Exterior Antennas and Power Lines. Exterior antennas are prohibited within the Project. Satellite dishes for television must not be visible from the front of the Lot. All power lines and cables must be buried underground.

6.10 Animals. Only pets that comply with the area plan for Traverse Mountain and the Lehi City Development Code and that are domestic dogs, cats, fish, and similar household pets are permitted in the Project. Notwithstanding the foregoing, dogs and cats are limited to two (2) each per Lot. No animals may be raised, bred, or kept for commercial purposes. Animals within the Project must be kept at all times within an enclosure or on a leash held by a person capable of controlling the animal. Approved fencing enclosing the rear yard is required for any Owners who choose to have dogs, whether or not the Owner shares a property line with other Owners.

6.11 Fences. Fencing on the Lots may be required as per the Master Declaration and any such fencing is subject to installation guidelines provided therein.

6.12 Nuisances; Construction Activities. No rubbish or debris of any kind may be placed or permitted to accumulate upon or adjacent to any Lot and no odors or loud or obnoxious noises are permitted to arise or emit from any Lot, so as to render any Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Lot in the Project or to the occupants of such other Lot. No other nuisance is permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the Project or to the occupants of any Lot. Normal construction activities and parking in connection with the construction of Improvements

on a Lot are not considered a nuisance or otherwise prohibited by this Declaration, but Lots must be kept in a neat and tidy condition during construction periods, trash and debris is not permitted to accumulate, and supplies of brick, block, lumber and other building materials must be piled neatly.

6.13 Parking and Storage of Vehicles. No articles, material, equipment or vehicles of any nature may be parked or stored on any street located within the Project; provided that licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in unrestricted areas on the sides of the streets of the Project as permitted by the Master Declaration; provided, however, in no event shall any such vehicle be permitted to park on the streets between 12:00 midnight and 5:00 a.m. Overnight parking shall be permitted only on a Residence's driveway. No automobiles trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other similar type of vehicles may be stored on driveways. All restricted vehicles must be stored in an enclosed garage. Commercial vehicles are not permitted to be parked or stored in the Project.

6.14 Garbage and Refuse Disposal. No Lot may be used as or maintained as a dumping ground for rubbish, trash, or other waste and such materials may not be kept except in covered containers. All Trash containers must be covered and kept screened from view from the street in suitable enclosed areas, except during collection. All equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash within the Project is prohibited. Each Lot and its abutting street must be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects may be stored on any Lot in view of the general public.

6.15 Signs. With the exception of a sign which states that the premises are for sale and signs displayed for political, religious, and holiday purposes, no signs, posters, displays or other advertising devises may be erected or maintained on, or shown or displayed to the public view on any Lot without the express written consent of the Master Association. This Section does not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the Lots.

6.16 Soil Erosion and Runoff. It is the responsibility of each Owner to conduct any construction, landscaping, or other activities on the Lot in such a manner as to minimize erosion and runoff. Each Owner shall also bear full responsibility for compliance with the applicable Storm Water Pollution Prevention Plan during construction, landscaping, or other activities on the Lot. Construction must be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring Lots or other portions of the Project or into the Project's storm drainage system. Each Owner shall cause all construction to take place in a good and workmanlike fashion so as not to interfere with the natural streams or drainage systems once constructed. Under no circumstance may landscaping or other Improvements on a Lot direct runoff onto another Lot or other portion of the Project except as constructed by Declarant or Developer and or as necessary to direct runoff to permanent public utility easements or drainage easements.

Such Improvements may not be altered or modified in any manner which would impair or adversely affect the intended function of such Improvement.

6.17 Fire Protection. Due to potential for brush fire on land surrounding the Project, Owners are encouraged to consider sprinkler and other fire-retardant systems and to use fire resistant materials in construction.

6.18 Repair of Improvements. No Improvements on any Lot shall be permitted to fall into disrepair and such Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

6.19 Restrictions on Further Subdivision and Rezoning. No Lot shall be further subdivided or separated into smaller Lots by any Owner, nor shall any easement or other interest therein be conveyed or transferred by any Owner. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot. No application for rezoning of any Lot, and no applications for variances or use permits may be filed with any governmental authority.

6.20 Declarant's Exemption. Notwithstanding any other provision of this Declaration, the Declarant may use any Lot owned by it, and during the Period of Declarant's Control may also use the Common Areas, for any purposes, including construction purposes, consistent with or intended to facilitate the development and sale of the Lot owned by Declarant without regard to the Covenants, but subject to the provisions of the Master Declaration. Declarant is not bound by the time limitation or other restrictions on development or construction activities set forth in this Declaration. Notwithstanding any provision of the Master Declaration to the contrary, Declarant may (i) use and maintain temporary structures on the Project but only if the Master Declarant approves the design, exterior colors / materials, and location of such temporary structures, which approval will not be unreasonably withheld, (ii) operate one or more construction or sales offices and one or more model homes within the Project (as of the date of this Declaration, Declarant is approved to operate construction and / or sales offices within model homes to be constructed on Lots selected by the Declarant of the Project and as construction proceeds, Declarant may request approval for additional sales offices from Master Declarant which approval will not be unreasonably withheld), (iii) maintain a reasonable number of signs, banners, or similar devices throughout the Project consistent with the provisions and locations identified on Exhibit C hereto, and (iv) from time to time relocate any of its sales offices, model homes, signs, banners or similar devices with approval of the Master Declarant which approval shall not be unreasonably withheld.

ARTICLE 7 – MAINTENANCE

7.1 Owner's Maintenance Obligation. In order to create, maintain, and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the Project, and to protect and promote the value of the Project, each Owner covenants and agrees to maintain such Owner's Lot in accordance with the terms of this Declaration.

7.2 Maintenance Standards. Each Owner shall maintain such Owner's Lot, and the Residence and all other Improvements thereon, including landscaping, in good repair and in a clean and tidy manner, and in accordance with all the Covenants set forth in this Declaration so as to not detract from the overall appearance of the Project. Each Owner shall maintain the Residence and all other Improvements in a safe and functional condition. Each Owner shall maintain such Owner's Lot at the Owner's expense.

7.3 Maintenance of Parking Strip and Flower Beds. Each Owner is responsible to landscape and maintain the parking strip associated with each Owner's Lot in accordance with applicable guidelines, including the Traverse Mountain Area Plan approved by the City and any applicable requirements of the Master Declaration. Required maintenance will include, without limitation, the mowing and watering of the parking strips, removal of weeds, clearing of debris, other general care, and removal of snow from the sidewalk. In addition, in the event that Declarant installs any flower beds, plants, or other vegetation on any Lot, the affected Owner must maintain the same type and number, type, and quality of flowers, plants, or other vegetation as installed by Declarant.

7.4 Failure to Maintain a Lot.

7.4.1 Each Lot within the Project, including the parking strip associated with such Lot, must be maintained by its Owner without regard to whether any Improvements have been constructed thereon by said Owner. Without limitation, the following actions or conditions constitute a failure to properly maintain a Lot: (a) any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project; or (b) any portion of a Lot is used in a manner which violates this Declaration; or (c) any Owner fails to maintain acceptable vegetation on any slope greater than thirty percent (30%) on said Owner's Lot; or (d) any Owner fails to perform any of its obligations under this Declaration or the rules and regulations of the Master Association.

7.4.2 In the event any Owner fails to properly maintain such Owner's Lot as required, the Declarant shall have the right to cause appropriate maintenance or repairs to be performed, or to commence appropriate legal action to enforce the terms of this Declaration and the cost of such maintenance, repairs, or legal action, may be recovered as provided in Section 4.2.

ARTICLE 8 – EASEMENTS

8.1 Use of Easement Rights. To the limited extent necessary for Declarant to complete installation of utilities within the Project, and after written request from Declarant, Master Declarant will grant to Declarant a non-exclusive right to use the easement rights of Master

Declarant provided in the Master Declaration which affect, touch on, or relate to easements within or affecting the Project.

8.2 Grading, Drainage, Parking Strip and Public Utility Easements. Declarant reserves easements over the Property and the Project for the purpose of entering and performing grading (“**Grading Easement**”) over all the Lots or any portion thereof. Any Improvements that are damaged during grading must be restored to substantially the same condition that existed immediately before entry. Notwithstanding any other provision of this Section, the Grading easement does not extend into any Residence constructed on a Lot. Declarant also reserves easements for installation, maintenance, repair and use of utility and drainage facilities over the Project and all of the Lots (each, a “**Drainage and Utility Easement**”). Declarant reserves the right to impose additional restrictions on the use of any Drainage and Utility Easement. Notwithstanding any other provision of this Section, the Drainage and Utility easement does not extend into any Residence constructed on a Lot.

ARTICLE 9 - DESCRIPTION AND OWNERSHIP OF COMMON AREAS

9.1 Common Areas. The Common Areas are those portions of the Property that are **not** part of the Lots and which are designated as Common Areas on the Plat Map or are intended for use by all Owners.

9.2 Ownership and Maintenance. The Common Areas in the Project shall be dedicated to, and owned by, the Master Association or the City according to the dedication language on the Plat Map or another recorded document and as required by the Traverse Mountain Area Plan approved by the City.

9.3 No Alteration. No Owner, directly or indirectly, shall make any alterations to any Common Areas.

ARTICLE 10 – TERM AND AMENDMENT

10.1 Term: Method of Termination. This Declaration will be effective upon the date of recordation hereof and, as amended from time to time, will continue in full force and effect until terminated. During the end of the Period of Declarant’s Control, Declarant may execute and record “Certificate of Termination.” After the Period of Declarant’s Control, this Declaration may be terminated by the vote of sixty-seven percent (67%) of the Owners within the Project.

10.2 Amendment. During the Period of Declarant’s Control, Declarant may amend this Declaration by means of an amendment signed by Declarant, and the Master Association. If this Declaration remains in effect after the Period of Declarant’s Control, this Declaration may then be amended upon approval of the Master Association and the affirmative vote of sixty-seven percent (67%) of the Owners in the Project.

ARTICLE 11 – MASTER ASSOCIATION MONTHLY ASSESSMENTS

11.1 Master Association Common Assessments. This Section 11.1 shall apply to the terms of Section 7.7 and Section 7.9.4 of the Master Declaration. Declarant, Master Declarant, and the Master Association agree that regular or monthly assessments levied by the Master Association pursuant to the Master Declaration shall not commence with respect to any Lot within the Project until such time as an individual, third-party residential purchaser (i.e., not another commercial developer or builder) acquires title to a Lot or Residence.

ARTICLE 12 – MISCELLANEOUS

12.1 Assignment of Rights and Duties. Declarant may assign by express written assignment all or any portion of the rights of Declarant arising under this Declaration, including without limitation rights related to design review, to any other person or entity who obtains an interest in the Property or the Project or to the Master Declarant, the Master Association, or the Aesthetic Review Committee identified in the Master Declaration.

12.2 Interpretation. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration, provided such interpretation is not arbitrary or capricious. In the absence of any adjudication to the contrary by a court of competent jurisdiction, such construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration and provisions hereof. The Declarant shall not be subject to any liability with such interpretation. Any errors or omissions in the design of any building or landscaping, or any violations of city, county ordinances or the Master Declaration are the sole responsibility of the Owners and/or their designated architects, engineers, or other agents. Any review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building and the Declarant shall bear no liability from its review of such plans. The Declarant shall have the right to refuse to approve any plans and/ or specifications which are not suitable or desirable, in its sole opinion, for aesthetic or other reasons, and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or Improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structures on the roadways as planned and the view from the adjacent to neighboring properties. In the event of the failure of the Owner of any Lot in Project to obtain or to comply with the Covenants set forth in this Declaration, said Owner shall reimburse the Declarant for all costs and expenses resulting from said failure, including costs of litigation, demolition and reconstruction, if necessary.

12.3 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity of enforceability or any of the other provisions hereof.

12.4 General Reservation. In addition to other reservations contained herein, Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interests of Owners including, but not limited to access and utility easements, road easement, pedestrian and equestrian easements, pedestrian and hiking trails and easements and drainage easements.

12.5 Covenants Run with the Land. Declarant for itself and its successors and assigns, hereby declares that all of the Property and the Project shall be held, used, occupied, conveyed, and leased subject to the provisions of this Declaration, and to the Covenants contained herein, and the Master Declaration, and that the provisions hereof shall run with the land and be binding upon any person who hereafter becomes the Owner of any Lot or any interest in the Property or the Project.

12.6 No Recourse. The protective covenants, conditions and restrictions set forth within this Declaration are established for the benefit of the Project. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Declarant shall be exempt from any civil by any person owning or having an interest in any Lot, any Residence, the Property, or the Project except in the case of willful misconduct. The Declarant shall be held harmless from any such action or failure to act, and exempt from any claim or action resulting from any act or failure to act (whether intended or implied) while functioning in their official capacities under this Declaration for decisions that they may render during the course of their service except in the case of willful misconduct. In addition, any claims against or involving Declarant or Developer are subject to the dispute resolution provisions of Article 13.

ARTICLE 13 – DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION

13.1 Statement of Intent. As used in this Article 13, “Association” means any association which the Owners, or any group of Owners, may form to control, manage, maintain or improve the Project or any portion of the Project. “Lot” includes the Residence on such Lot. Prior to purchasing a Lot, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, an inspection on any Lot that Owner is purchasing or any other aspect of the Project, including, without limitation, the Common Areas. Moreover, if any written warranty has been provided, it identifies the only items that are warranted by the Declarant or the Developer. Having had the ability to inspect prior to purchasing a Lot, having received a written warranty if any warranty is provided, and having paid market price for a Lot in the condition it and the Lots and Common Area are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant, Developer, and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Lot) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain

financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lot during any period when litigation is pending. For this reason, the Owners, by purchasing a Lot, and the Declarant covenant and agree that claims and disputes shall not be pursued through court action, but shall be asserted and resolved only through the specific alternative dispute resolution mechanisms described below, and only after full disclosure, satisfaction of the right to cure periods, and knowing approval of the Owners, as set forth herein. In addition, the Association and the Owners agree that they take ownership and possession of the Lots and Common Areas AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims any and all warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

13.1 Binding Arbitration for All Disputes. To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Association may have involving the Declarant, the Developer, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant or Developer, or any engineer or contractor involved in the design or construction of the Project, which arise from or are in any way related to a Residence or other Improvement on a Lot, Common Area, or any other Improvement on or component of the Project (a “Dispute”), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant or Developer and any Owner or between or involving the Declarant or Developer and the Association. The term Dispute does NOT include any action by Declarant to enforce this Declaration or the terms hereof, including actions taken under Section 4.2. Arbitration proceedings, however, shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 13.2 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include the following:

13.1.1 Any allegation that a condition in any of the Residences on the Lots, the Common Areas, or other Improvements in the Project is or involves a construction defect;

13.1.2 Any disagreement as to whether an alleged construction defect has been corrected;

13.1.3 Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;

13.1.4 Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;

13.1.5 Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;

13.1.6 Any alleged violations of consumer protection, unfair trade practice, or other statutes or laws;

13.1.7 Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;

13.1.8 Any allegation that any condition existing in the Project or created by the Declarant, Developer, or any of contractors, including construction-related noise, dust, and traffic, is a nuisance, a defect, or a breach of any implied warranties of habitability or other implied warranties;

13.1.9 Any disagreement concerning the scope of issues or claims that should be submitted to binding arbitration;

13.1.10 Any disagreement concerning the timeliness of performance of any act to be performed by Declarant, Developer, or any contractors;

13.1.11 Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;

13.1.12 Any disagreement or dispute regarding management of the Association, or regarding reserve studies or funding of Association expenses; and

13.1.13 Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of Improvement on the Lots, Common Areas, off-site Improvements, management of the Association, or other claims regarding the Project.

13.2 Pre-Arbitration Requirements. An Owner or the Association may only pursue a claim against the Declarant in arbitration after all of the following efforts of dispute resolution have been completed: (a) Right to Cure: the claimant (e.g. the Owner or the Association) shall provide to the Declarant or Developer, as applicable, a written Notice of Claim (defined below) and permit the Declarant or Developer one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings; and (b) if the dispute is not resolved within the 180-day Right to Cure period, the parties shall participate in formal mediation with a mutually-acceptable third-party mediator in an effort to resolve the Dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant or Developer that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.

13.3 Notice of Claim. “**Notice of Claim**” shall mean and include the following information: (a) an explanation of the nature of the claim, (b) a specific breakdown and calculation of any alleged damages, (c) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (d) photographs of any alleged defective condition, if applicable, (e) samples of any alleged defective conditions or materials, if reasonably available, (f) an explanation of the efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (g) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

13.4 Member Approval; Legal Opinion; Arbitration. If a claim or dispute has not been resolved after satisfying and complying with the above-described “Pre-Arbitration Requirements,” then the claimant (Owner or Association) shall have the right to proceed with binding arbitration; however, the Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Association after the Association has obtained a written opinion from legal counsel advising the Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a mutually-acceptable arbitrator (preferably a former judge), or, if an arbitrator cannot be mutually selected, then by a member of the National Panel of Construction ADR Specialists promulgated by Construction Dispute Resolution Services, LLC (“CDRS”). The binding arbitration shall be conducted according to the rules and procedures set forth in the Arbitration Rules and Procedures promulgated by CDRS. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

13.5 Fees and Costs of Arbitration. Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties. The arbitrator shall not award attorney fees, expert witness fees or arbitration costs to the prevailing party.

13.6 No Waiver of Arbitration Right. If any Owner, the Association, or the Declarant files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration or to insist on compliance with the requirements set forth in this Article 13. If any such court action is filed, then the court in such action shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein, including, without limitation, compliance with the Pre-Arbitration Requirements set forth above.

13.7 Waiver of Subrogation. The Association and each Owner waives any and all rights to subrogation against the Declarant, the Developer, and any builder, contractor, architect and

engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, the Project architect, engineer, and builder, contractors of the Declarant and the builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Association and Owners hereby release Declarant, the Project engineer, and builder, and their respective officers, employees, owners, contractors, insurers, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or builder, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify and defend the Declarant, the Developer, and any of their officers, employees, owners, contractors, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

[END OF DECLARATION. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Declarant has executed this Declaration on this 14 day of NOV, 2018

MASTER DECLARANT

Mountain Home Development Corporation

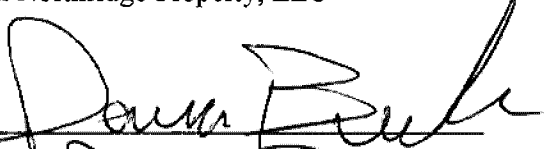
By: 

Name: RYAN L. FREEMAN

Title: DECLARANT / CEO

DECLARANT

Beck Northridge Property, LLC

By: 

Name: DAWN BECK

Title: OWNER

MASTER ASSOCIATION

Traverse Mountain Master Association

By: 

Name: RYAN L. FREEMAN

Title: DECLARANT

STATE OF UTAH)

SS.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 14th day of NOVEMBER 2018 by DANA BECK as the OWNER of Beck Northridge Property, LLC.



Connie Taylor

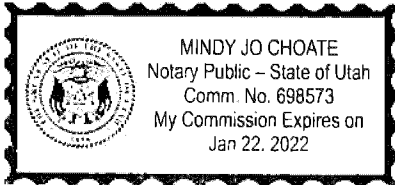
Notary Public

STATE OF UTAH)

SS.

COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 9th day of November, 2018 by Ryan Freeman as the declarant of Mountain Home Development Corporation.



Mindy Jo Choate

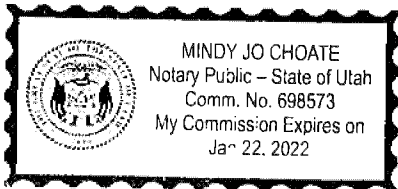
Notary Public

STATE OF UTAH)

SS.

COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 14th day of November 2018 by Ryan Freeman as the declarant of Traverse Mountain Master Association.



Mindy Jo Choate

Notary Public

EXHIBIT A

(Property Description and List of Tax ID Numbers)

A PORTION OF THE SW1/4 OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FOX CANYON ROAD DEDICATION PLAT NO. 2 AND THE EASTERLY MOST CORNER OF EAGLE SUMMIT PHASE 4, ACCORDING TO THE OFFICIAL PLATS THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER LOCATED WEST 4,798.01 FEET AND NORTH 5,646.43 FEET FROM THE SOUTHEAST CORNER OF SECTION 30, T4S, R1E, S.L.B.& M. (BASIS OF BEARING: N0°17'58"W ALONG THE SECTION LINE BETWEEN SAID SOUTHEAST CORNER AND THE EAST ¼ CORNER OF SAID SECTION 30); THENCE ALONG SAID PHASE 4 AND ALSO ALONG PHASE 1 OF SAID EAGLE SUMMIT SUBDIVISION THE FOLLOWING 5 (FIVE) COURSES AND DISTANCES: N45°13'58"W 257.15 FEET; THENCE S71°03'10"W 66.26 FEET; THENCE N77°48'23"W 63.03 FEET; THENCE N35°12'10"W 282.52 FEET; THENCE N35°56'00"W 268.55 FEET; THENCE N37°54'44"E 320.90 FEET; THENCE N57°14'04"W 86.66 FEET; THENCE N49°43'52"W 13.50 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RAVENCREST LANE, PLATTED AS PART OF EAGLE SUMMIT PHASE 6A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE NORTHEASTERLY ALONG THE ARC OF A 388.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N51°33'07"W) 100.09 FEET THROUGH A CENTRAL ANGLE OF 14°46'51" (CHORD: N31°03'27"E 99.82 FEET); THENCE S76°02'32"E 1,627.08 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID FOX CANYON ROAD DEDICATION PLAT NO.2; THENCE ALONG SAID ROADWAY THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: SOUTHWESTERLY ALONG THE ARC OF A 170.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N61°09'26"W) 129.24 FEET THROUGH A CENTRAL ANGLE OF 43°33'24" (CHORD: S50°37'16"W); THENCE S72°23'58"W 341.10 FEET; THENCE ALONG THE ARC OF A 1,530.00 FOOT RADIUS CURVE TO THE LEFT 641.24 FEET THROUGH A CENTRAL ANGLE OF 24°00'48" (CHORD: S60°23'34"W 636.56 FEET); THENCE S48°23'10"W 188.78 FEET TO THE POINT OF BEGINNING.

CONTAINS: 19.66+/- ACRES

Tax ID Nos: (11:013:0110) and (11:013:0116)

EXHIBIT B

(Plat Map)

EXHIBIT C

(Identification and Location of Signage)

EXHIBIT C

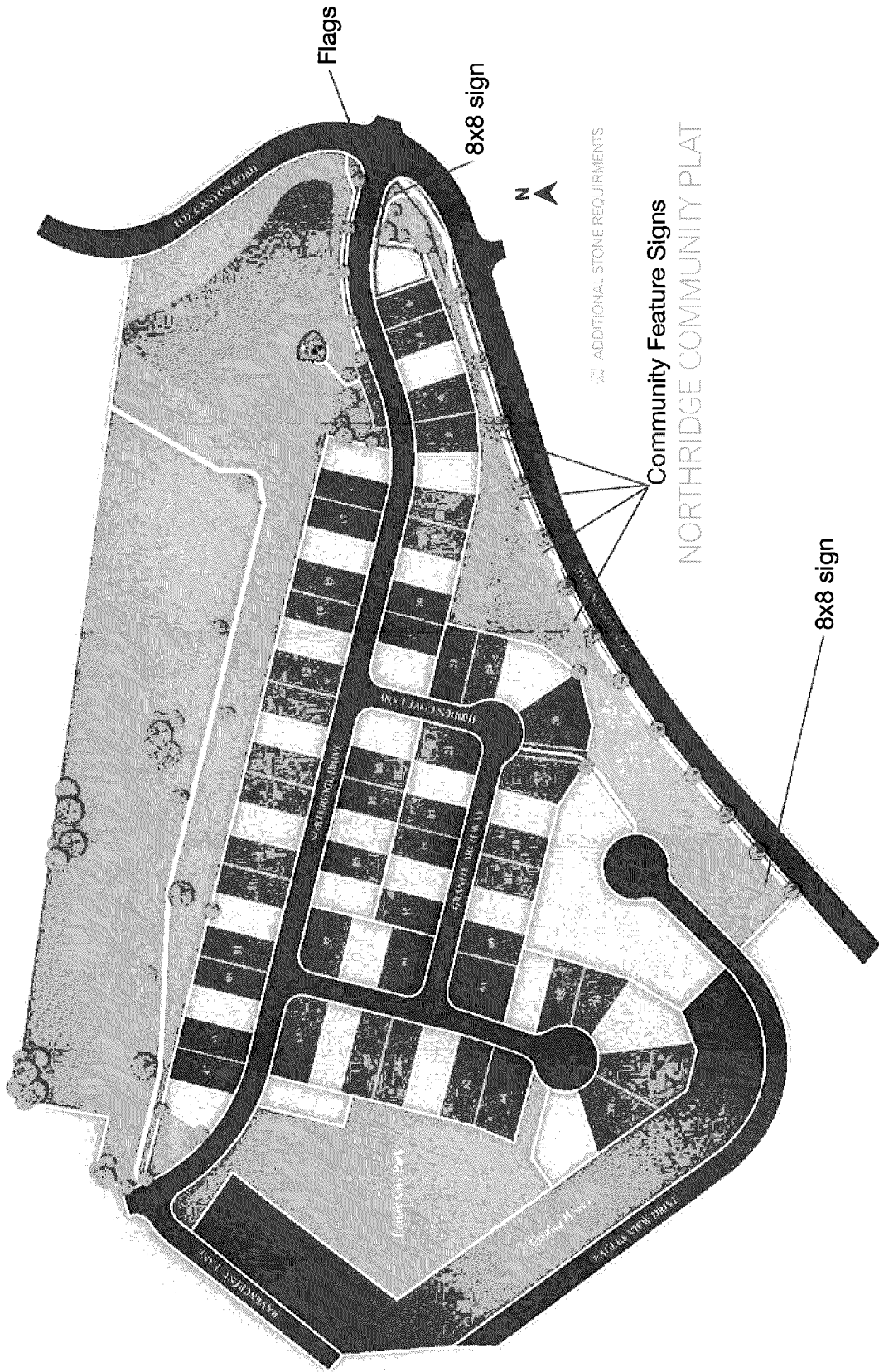


EXHIBIT D

(Stone Requirement Schedule/Map)

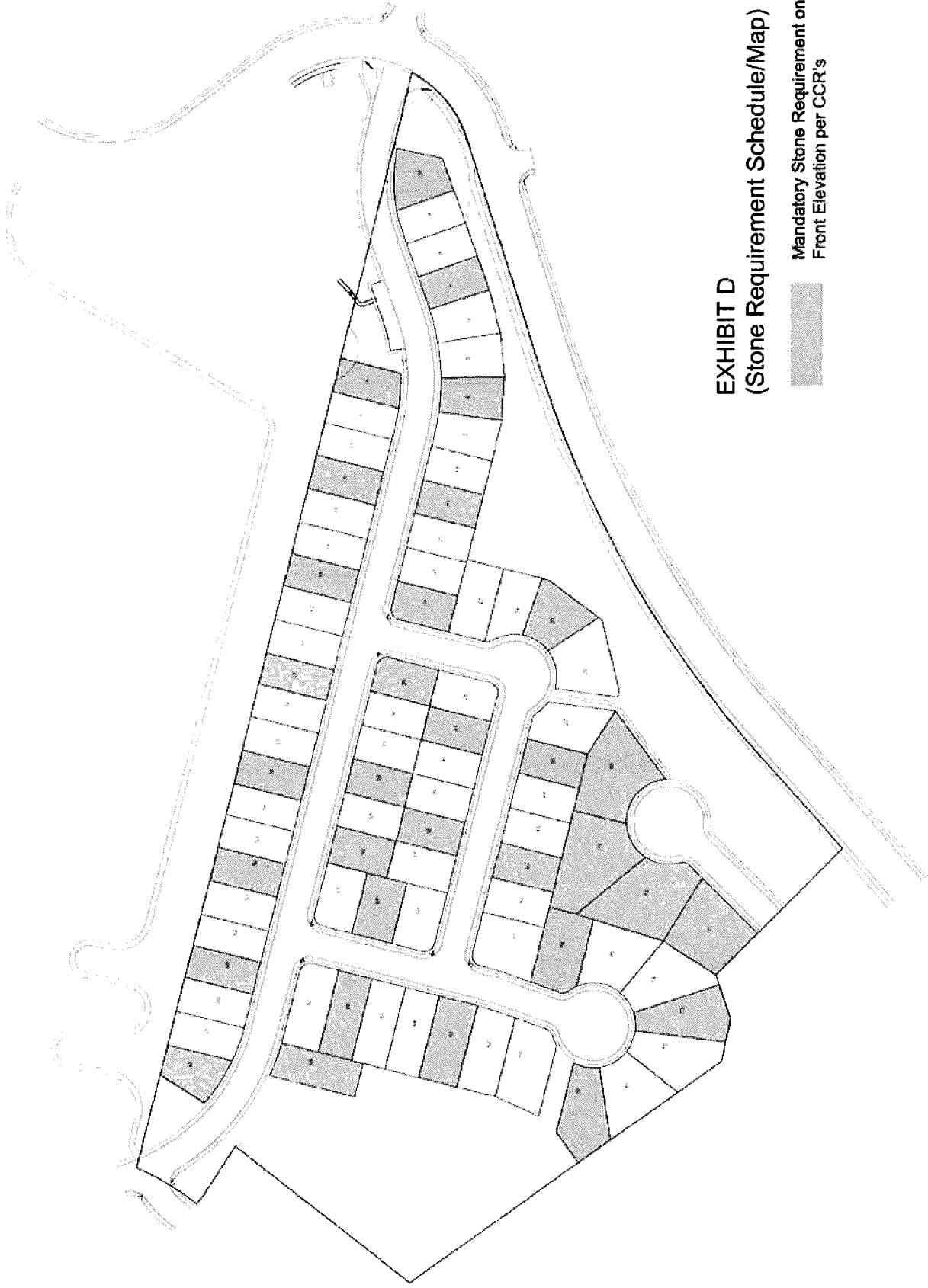


EXHIBIT D
(Stone Requirement Schedule/Map)

█ Mandatory Stone Requirement on Front Elevation per CCR's