

**RETURNED**

MAY 09 2007

**CORRECTED**

**DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,  
CONDITIONS, AND RESTRICTIONS  
AFFECTING THE REAL PROPERTY OF  
ISLAND VIEW RIDGE SUBDIVISION**

12-679-0101 thru  
0154 **LAYTON CITY, DAVIS COUNTY, STATE OF UTAH**

THIS CORRECTED DECLARATION is made by ISLAND VIEW RIDGE DEVELOPMENT, INC., a Utah corporation, hereinafter referred to as "Declarant." The purpose of this Corrected Declaration is to correct the name of the Declarant in that certain Declaration of Protective Covenants, Agreements, Conditions, and Restrictions Affecting the Real Property of Island View Ridge Subdivision, Layton City, Davis County State of Utah, recorded at the Davis County Recorder's Office February 21, 2007, as Entry No. 2245871, book 4224, Pages 63-65.

**WITNESSETH:**

Whereas, Declarant (hereinafter defined) is the legal and beneficial Owner of the real property referred to as the "Subdivision" (hereinafter defined) and specifically described in Article I of this Declaration; and

Whereas, Declarant wishes to subdivide the real property described in Article I hereinafter into Lots (hereinafter defined) for the construction of private single-family dwellings; and

Whereas, Declarant wishes to subject the Subdivision to the effect of certain Covenants, Agreements, Conditions, and Restrictions hereinafter referred to as the "Covenants." Set forth in this Declaration; and

Whereas, said Covenants are intended to impose upon the Subdivision mutually beneficial Covenants, Agreements, Conditions, and Restrictions to create mutual and equitable servitudes upon each and every Lot within the Subdivision in favor of every other Lot within the Subdivision, to create reciprocal rights and obligations between the respective Owners of all such Lots, and to operate as Covenants running with the land for the benefit of all other Lots within the Subdivision;

Therefore, the Declarant does hereby subject the real property described in Article I to the effect and operation of these Covenants. These Covenants are for the purpose of protecting the value and desirability of the Subdivision and shall run with the land and real property described in Article I. These Covenants shall be binding upon all parties having any right, title, or interest in the Subdivision. The Subdivision shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated, and mortgaged subject to these Covenants.

**ARTICLE I**

**PROPERTY DESCRIPTION**

The real property referred to above and hereinafter (the Subdivision) is located in Layton City, Davis County, State of Utah, and is more particularly described as follows, to wit:

**all of Lots 101 through 154 inclusive,  
ISLANDVIEW RIDGE  
LAYTON CITY, DAVIS COUNTY, STATE OF UTAH**

**ARTICLE II**

**DEFINITIONS**

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

"Architectural Control Committee" shall mean the Committee created under Article III of this Declaration.

"Common Areas" shall mean those areas reserved for use as landscaped buffers as defined in Article VI.

"City" shall mean Layton City, Utah and its appropriate departments, officials, and boards.

"Developer" shall mean and refer to Island View Ridge Development, Inc., a Utah corporation.

"Declarant" shall mean and refer to Island View Ridge Development, Inc., a Utah corporation.

"Declaration" shall mean this Corrected Declaration of Covenants, Agreements, Conditions, and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to, buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellites dishes, or other antennas, and any mechanical equipment located on the exterior of any building.

"Lots" shall mean any numbered building Lot shown on any official Plat of all or a portion of the Subdivision.

"Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant and buyers under any contract for deed, but shall exclude any person or entity holding title for purpose of securing performance of any obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

"Plat" shall mean an official ownership Plat of ISLAND VIEW RIDGE SUBDIVISION as approved by Layton City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

"Subdivision shall mean the ISLAND VIEW RIDGE Subdivision and all Lots and other property within the Subdivision as shown on the official Plans.

"Subdivision Improvements" shall mean all Subdivision improvements to be installed outside of the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and utility service to the Lots, including other construction work required to comply with any conditions of the City, County, or other governmental agencies to the approval of the Subdivision or any Plat thereof.

**Landscape Buffer Easement:** Layton City has required a five-foot landscape buffer easement that traverses the Lots known as 101,106,107,114 and 116 as they abut 3700 West Street, Lots 115, 116, 117, 118, 119, 120, 121 as they abut Bluff Road and Lots 136, 137, 143, 144, as they abut Gentile Street and Lots 145, 146, 147, 148, 149, 154 as they abut 3700 West Street.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

3. It is the intention and purpose of these Covenants, Agreements, Conditions, and Restrictions to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of Lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Architectural Control Committee which is empowered to oversee and enforce the architectural design standards set forth in the Declaration.

3.1 Architectural Control Committee Created: The Architectural Control Committee will consist of three members. The initial Committee will consist of Scott Bone, Theresa Bone and Jerry Preston. At the time that 90% of the Lots have been built on, all of the members of the Architectural Control Committee may be replaced by the Lot Owners. However, the Architectural Control Committee may wish to retain a qualified planning or architectural professional to handle the day to day work of the Committee.

3.2 Approval by Committee Required: Improvements of any kind, including without limitation, the construction of any Dwelling, garage, or out-building in excess of 100 square feet shall require approval of the Committee. Approval of the Committee will be sought in the following manner.

(A) Plans Submitted: Plans for the construction of any new Dwelling must be submitted to the Committee for review. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it. The plan shall also include a detailed drawing of all elevations of all buildings showing locations of windows, doors, roof pitches, decks, and other exterior elements. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.

(B) Review Fee: The applicant may be asked to pay a review fee to the Developer for remittance to the Committee in an amount necessary to cover the cost of review and administration of the program in an account to be established from time to time by the

Architectural Control Committee. The initial fee shall be \$100.00 for each new dwelling and \$50.00 for each addition or remodel.

(C) Review: Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans and make its comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, one of which shall be left with the Committee. No construction that is not in strict compliance with the approved plans will be permitted.

(D) Failure to Act: If the Committee has not approved or rejected any submission within 45 days after submission of complete plans, the submission is deemed to have been disapproved.

3.3 Variances: Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot, provided, however, that any variance granted pursuant to this Section 3.3 is consistent with the intent of this Declaration. The Architectural Control Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

3.4 General Design Review: The Committee will use its best efforts to provide a consistent pattern of development and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

3.5 Declarant and Committee not Liable: The Declarant, that Committee, and its members shall not be liable to the applicant or to the Owners for any damages to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration.

3.6 Limitation on Review: The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

3.7 Penalty for Failure to File Plans with Architectural Control Committee: The Architectural Control Committee is authorized to retain legal counsel and to instigate legal proceedings against any Lot Owner, contractor, or any other person or entity who proceeds with construction on any lot in the Subdivision without first applying for and receiving the approval of the Architectural Control Committee or its designated professional reviewer. The Committee may

give 10 days written notice of such failure to file plans and then may proceed with any and all legal remedies.

## ARTICLE IV

### BUILDING RESTRICTIONS

4. Land Use and Building Type: No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling. Lots shall be used only for private residential purposes. No prefabricated home or structure of any kind shall be moved upon a Lot. Detached garages and storage sheds shall be permitted, but must be expressly approved by the Architectural Control Committee and such approval is warranted by Lot size and topography. No barns, trailers, temporary structures, or other outbuildings shall be permitted, with the exception that the Developer of the Subdivision shall be permitted to maintain a temporary, portable sales office in the Subdivision until 75% of the Lots are sold. No building shall remain incomplete for a period of time in excess of one year from the date the building was started, unless expressly permitted by the Architectural Control Committee.

4.1 Architectural Control: No building shall be placed or altered on any Lot until the construction plans, plot plan, elevation plan, and specifications of the proposed structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence, wall, or outbuilding shall be erected, placed, or altered on any Lot unless similarly approved.

4.2 Dwelling Quality and Size: The building side and building materials shall be restricted as follows:

(A) Lots 133, 134, will be restricted to Rambler only plans. Plans must be approved by Architectural Control Committee.

(B) In a one-story home, which is one story above the curb level, the floor area exclusive of porches, garages, patios, and basements shall not be less than 1350 square feet with (3) car garages or not less than 1550 square feet with (2) car garages

(C) In a two-story home, which is two stories above the curb level, the total floor areas shall not be less than 1900 square feet, exclusive of porches, garages, patios and basements.

(D) In a multi-level home, (i.e. three or four level split) the levels above the curb level, exclusive of porches, garages, patios, and basements shall not be less than 1700 square feet with (3) car garages or not less than 2000 square feet with (2) car garages.

(E) All homes shall have, as a minimum, a two car garage.

(F) No home or dwelling shall exceed two stories above the curb level.

(G) All exterior materials shall be approved by the Architectural Control Committee prior to commencement of construction.

(H) Aluminum, steel, and vinyl siding shall be allowed in soffit and fascia areas only. All fascia must be a minimum of 6" in height.

(I) Exterior veneer may be stone, brick, stucco, or wood combination, but at least 75% of the front shall be brick, if brick is used, and at least 50% of front shall be rock. Side and rear of home shall be stone, brick, stucco, or wood combinations, or any one individually. No aluminum or vinyl siding is allowed on the vertical walls of the home.

(J) Roofing material shall be cedar shake, tile, or architectural grade asphalt shingles with a minimum of a 30 year warranty and with a built-up type finish (high profile hip and ridge) on all roof ridges. All roofing materials shall be approved by the Architectural Control Committee. The roof pitch has to be not less and 6 to 12.

(K) All Dwellings shall be located on the Lot so as to comply with applicable zoning ordinances and in conformity with the setback lines established by such ordinances.

(L) The minimum square footage cited in this paragraph can be waived if prior written approval of the Architectural Control Committee is obtained and the Lot size and topography justify the waiver.

(M) No more than 3 feet of foundation wall shall be exposed above final grade. All exposed foundation shall have a plaster finish.

(N) All fireplace vents shall be enclosed in a chimney chase except those ending in a direct vent.

(O) Fences shall be kept to a minimum to encourage the use of natural habitat and aesthetics. Any fence constructed on any Lot shall be approved by the Architectural Control Committee. All fencing must be of a vinyl composite.

(P) No roof antennas are permitted. No large, ground mounted satellite dishes are permitted. Small satellite dishes may be mounted on the roof, but out of view from the street, if possible. Any other type of receiving or sending device, such as those needed for ham radio, citizen band, or radio antenna can only be permitted by approval of the Architectural Control Committee.

(Q) Within one year after final inspection for occupancy, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the Subdivision. Trees, lawns, shrubs, or other planting shall be property nurtured and maintained or replaced at the Lot Owner's expense.

(R) Homeowners must contact the U.S. Postal Service to find location and requirements for all mailboxes.

## ARTICLE V

### RESTRICTIONS ON ALL LOTS

5. The following restrictions on use apply to all Lots within the Subdivision:

5.1 Zoning Regulations: The lawfully enacted zoning regulations of Layton City and any building, fire, and health codes are in full force and effect in the Subdivision and no Lot may be occupied in a manner that is in violation of any statute, law, or ordinance.

5.2 Right to Farm Notice: The area surrounding the subject Subdivision has, for many years, been an agricultural community and it is anticipated that agricultural uses in the areas will continue on properties in the general vicinity of the Subdivision. Protection and preservation of agricultural land uses is a goal of the Declarant and of Layton City. Therefore, those persons buying property within the Subdivision are, by this provision, put on notice that farm work hours run late, begin early, and that farm operations may contribute to noises and odors objectionable to some Subdivision residents.

5.3 No Mining Uses: The property within the Subdivision shall be used for residential purposes only and no mining, drilling, prospecting, mineral exploration, or quarrying activity will be permitted.

5.4 No Business or Commercial Use: No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in the provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or

sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold, whichever occurs later or (b) the use by any Owner of his or her Lot for a home occupation pursuant to Layton City ordinance.

5.5 Restriction of Signs: The Subdivision shall be identified by the permanent sign which will be constructed as part of the entry structure. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of four square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations and no such sign may exceed four square feet. The Declarant may erect a sign at the entrance to the Subdivision until 100% of the Lots have been sold, announcing the availability of Lots and giving sales information. This temporary sign shall not exceed 32 square feet. No permanent signs stating the address or the name of the Owner of any Lot may be installed without the advance consent of the Architectural Control Committee.

5.6 Completion Required Before Occupancy: No Dwelling may be occupied prior to its completion and issuance of a certificate of occupancy by Layton City.

5.7 Dwelling to be Constructed First: No garage, storage unit, or other out building may be constructed prior to the construction of the dwelling on the Lot.

5.8 Livestock, Poultry, and Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not bred or maintained for any commercial purpose and are restricted to the Owner's control; provided further that no more than two such household pets shall be kept on any Lot. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the Owner, or within the fenced confines on the premises of the Owner. Fierce, dangerous, or vicious animals that cause a nuisance by barking or other offensive activity shall not be permitted.

5.9 Underground Utilities: All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

5.10 Service Yards: There shall be no clothes lines. With the exception of air conditioning units, exterior mechanical equipment must be screened in a manner approved by the Architectural Control Committee so that it is not visible from adjoining Lots.

5.11 Maintenance of Property: All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

5.12 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried out on any Lot, including the creation of loud, offensive noises, or odors that detract from the reasonable enjoyment of nearby Lots.

5.13 No Hazardous Activity: No activity may be conducted on any Lot that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous and which would cause the cancellation of a conventional homeowners insurance policy. This includes, without

limitation, the storage of caustic, toxic, flammable, explosive, or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or dangerous fireworks, and setting open fires (other than property supervised and contained barbecues).

5.14 No Unsightliness: No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition), inoperable motor vehicles, accumulations of lawn or tree clippings accumulations of construction debris or waste, household refuse or garbage except as stored in tight containers, and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is unsightly to the other Lot Owners in the Subdivision. All vehicles and trailers that are not stored in the garage must be parked on a recreational vehicle parking slab behind an imaginary line parallel with the front of the garage.

5.15 No Annoying Lights: Any outdoor lighting shall be subject to approval by the Architectural Control Committee and not outdoor lighting shall be permitted except for the lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City. A front yard security light for each residence is allowed.

5.16 No Annoying Sounds: No loud sounding devices may be used or maintained on any Lot that would create noise that might be unreasonable or annoyingly loud to adjoining Lot Owners, except for security of fire alarms.

5.17 Sewer Connection Required: All Lots are served by sanitary sewer service and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

5.18 House Footing Drain Connection Required: All Lots are served by a footing drain service. It is required that each home constructed in the Subdivision be connected to the drainage system.

5.19 No Fuel Storage: No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane and other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

5.20 Drainage: No Owner shall alter the direction of natural drainage from his or her Lot, nor shall any Owner permit accelerated storm run-off to leave his or her Lot without first using reasonable means to dissipate the flow energy. Drainage easements for the Subdivision have been created for the express purpose to accommodate the flow of drainage water.

5.21 Vehicles Restricted to Roadways: No motor vehicle will be operated in the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets.

5.22 No Re-Subdivision: Not Lot may be re-subdivided without the consent of the Architectural Control Committee and no re-subdivision of any Lot may result in the construction of any additional Dwelling units within the Subdivision.



5.23 Owners Enjoyment. Every owner of a Lot in Islandview Ridge Subdivision shall have the enjoyment and benefit of the landscape buffer. All Rights, Obligations, Responsibilities and Benefits of the landscape buffer easement shall be appurtenant to each Lot and shall pass with the title of every lot.

5.24 Covenants, Conditions and Restrictions. The foregoing submission is made upon and under the Covenants, Conditions and Restrictions which are appurtenant to each Lot in the Subdivision. Then landscape buffer easement designated on the plat is for the benefit and enjoyment of all owners of Lots in Islandview Ridge Subdivision and a requirement of Layton City.

5.25 Maintenance of Landscape Buffer Easement. The landscape buffer easement shall be maintained by the homeowner's association. The cost of maintenance shall be shared proportionately by each owner as an expense to maintain the five-foot landscape area expenses. Layton City is not and will not be required to maintain said buffer should it die or fall into disrepair. Failure by the Home Owners Association to irrigate or maintain said buffer will result in enforcement from Layton City until the landscape buffer is brought into compliance. Layton City will not acquire any debts or make payments for water usage or maintenance fees payable for maintaining the required landscape buffer.

Governing Bodies:

5.26 Owner's Association. The administration of the landscape buffer easement and the area where the monument signs are required by Layton City shall be governed by this Declaration and Articles of Incorporation and the Bylaws of Island View Ridge Homeowners Association, a Utah non-profit corporation. An owner of the Lot shall automatically become a member of the Association and shall remain a member for the period of his or her ownership.

5.27 Association Management. The Association shall conduct the general management operation and maintenance of the five-foot landscape buffer easement as heretofore set out in the enforcement of the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association.

5.28 Members. Every owner of the Lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to the assessment.

5.29 Voting Rights.

A. Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised as they determine, but in no way shall more than one vote be cast with respect to any one Lot.

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

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on January 1, 2011.

5.30 Covenants for maintenance assessments, creation of lien and personal obligations of assessments:

A. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments for owner's respective prorated share of the cost of upkeep and maintenance of the landscape buffer easement and the monument sign entrance area; and (b) special assessments for any improvements to the landscape buffer easement as required by Layton City or by the Association. The annual special assessments, together with interest, costs and reasonable attorney's fees, shall be charge on each Lot and shall be a continuing lien upon each Lot of the subdivision. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Developer shall install, at Developer's expense, the appropriate landscape features within this five-foot landscape buffer easement. These features shall include a permanent, decorative sign which shall present the name of the Subdivision. Additional features include grass, trees, shrubs, flowers, concrete moving strips, concrete grass barriers, and vinyl fencing if fencing is deemed appropriate by the Architectural Control Committee.

The cost and responsibility of each Lot Owner shall include, but not be limited to the cost for water to irrigate the landscape buffer easement which shall be charged by the water supplier, the maintenance of the sprinkling system, mowing, grass trimming, weeding, and other such functions that shall render the landscape buffer easement aesthetically appealing.

**Purpose of Assessments:** The assessments levied by the Association shall be used exclusively for the landscape buffer easement and for the landscape entrance feature and monument signs.

**Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of improving the landscape buffer easement whether if be placed shrubbery or adding thereto as required by the Association and Layton City. Each assessment shall have the approval of two-thirds (2/3) of the votes of each class of members who are voting in proxy or by proxy at a meeting duly called for this purpose unless the improvement is required by Layton City and if so, shall automatically become a lien on the property if the assessment is not paid timely.

**Notice and quorum for Any Action.** Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. Not such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area by abandonment of his Lot.

Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, the sale or transfer of any Lot, and shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE VI GENERAL PROVISIONS

6. Remedies for Violations/Enforcement: The Declarant, the Architectural Control Committee, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of the Covenants, Agreements, Conditions, or Restrictions contained herein. The Declarant or the Architectural Control Committee expressly reserve, in case of any violation of any of the conditions or upon a breach of the Covenants, the right to enter the Lot upon which the condition or violation may exist and summarily abate or remove the condition or violation that may exist or be thereon contrary to the intent and meaning of the provisions hereof. Neither the Declarant nor the Architectural Control Committee shall, by reason thereof, be deemed guilty of any manner of trespass of said entrance, abatement or removal. Any such abatement or removal shall be at the cost and expense of the Owner of the Lot upon which such condition or violation may exist. The failure to promptly enforce any of the Covenants, Agreements, Conditions, and Restrictions contained herein shall not be deemed a waiver of the rights to do so thereafter as to the same violations or as to one occurring prior or subsequent thereto.

The rights granted or retained herein to enforce these Covenants shall be cumulative and are not intended to exclude any other remedies which may be available to any person in law or in equity.

6.1 Easement: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plats of the Subdivision. No structure, planting, or

other material shall be placed or permitted to remain in such as way as to damage or interfere with the installation and/or maintenance of easements for utilities and drainage facilities.

6.2 Binding Effects/Terms: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time, said Covenants shall be automatically extended for successive periods of ten (10) years. A majority of all Lot Owners may agree to alter, amend, abolish, or otherwise change the Covenants, by doing so in writing and filing the same with the County Recorders Office.

6.3 Severability: It is expressly agreed that in the event any Covenants, Agreements, Conditions, or Restrictions herein contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way affect any valid Covenants, Agreements, Conditions or Restrictions and such void or invalid term shall be severed from this document and the remainder shall remain in full force and affect.

6.4 Acceptance of Restrictions: All purchasers of real property described in Article I shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any Lot within the Subdivision, or any portion thereof, agrees to have consented to all Restrictions, Conditions, Covenants, and Agreements set forth herein.

6.5 Accepted Declarant Activities: Nothing in this Declaration shall prevent Declarant or Declarant's employees, contractors, or sub-contractor from working on any part or parts of the Subdivision whatever they determine may be reasonably necessary or advisable in connection with the development of the subdivision, including, but not limited to, construction and maintenance of such structures, including model homes, as may be reasonably necessary for the completion of the development of the Subdivision; conducting the business of establishing the Subdivision as a residential community for the sale of Lots; and the maintaining of such signs on any of the Lots owned or controlled by the Delarant or the Declarant's employees as may be reasonably necessary.

6.6 Enforcement. The association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges not or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.7 Amendment. The vote of at least sixty-six and two-thirds percent (66 2/3%) of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration, the By-Laws or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of any instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this paragraph for amendment has occurred.

6.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a the Subdivision. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

6.9 Counterparts. This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

6.10 Governing Law and Jurisdiction. Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Davis County, Utah, or United States District Court of Utah.

6.11 Default. If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

6.12 Effective Date. This Declaration shall take effect upon recording.

6.13 Paragraphs, Numbers and Headings. Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

**ISLAND VIEW RIDGE DEVELOPMENT, INC.**

By:   
**JERRY PRESTON, Vice President**

STATE OF UTAH :  
 : ss :  
COUNTY OF DAVIS :

On the 7<sup>th</sup> day of May, 2007, the foregoing instrument was acknowledged before me by JERRY PRESTON, as Vice President of ISLAND VIEW RIDGE DEVELOPMENT, INC.

  
NOTARY PUBLIC

