

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEVIEW TOWNHOMES
A RESIDENTIAL PLANNED UNIT DEVELOPMENT

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This Declaration is made on the date executed below by Ridgeway Construction, Inc., a Utah corporation ("Declarant").

RECITALS

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- A. Lakeview Townhomes is a Residential Planned Unit Development located in Lindon, Utah County, Utah;
- B. The Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Project, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Project described herein and the owners thereof, their successors and assigns;
- D. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;
- E. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit "A" and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;
- F. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et seq.*) as amended from time to time.

NOW THEREFORE, for the benefit of the project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

1 **DEFINITIONS**

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

1.1 Additional Land

Additional Land means any property that may be annexed into the Project as provided in Section 2 below. Additional Land is defined in Section 2.

1.2 Articles

Articles mean the Articles of Incorporation for the Lakeview Townhomes, as amended from time to time.

1.3 Association

Association means the Lakeview Townhome Owners Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval. As long as the Association obtains the proper vote, any actions taken during any period of incorporation shall be binding.

1.4 Board

Board means the Board of Directors. The Board governs the Project, business, and affairs of the Association.

1.5 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "B".

1.6 City

City means Lindon City.

1.7 Common Areas and Limited Common Areas

Common Area and Limited Common Area means the areas shown on the Plat. The private roads within the Project; the parking areas; and any other areas shown on the Map as Common Area or defined in this Declaration, as supplemented or amended, is Common Area. The Common Areas may consist of landscaping, irrigation equipment, clubhouse, walkways, sport court and other improvements. The Association owns all Common Areas. The Common Areas indicated in this Declaration or on the Map or described in the concept plans may or may not be constructed. The Association has no liability to the Owners if certain common Area improvements described on the Map, in the Declaration, or on concept plans are not constructed. Limited Common Area is that which serves or is adjacent to a particular Unit. Limited Common Areas are reserved for the use of a certain Unit to the exclusion of other Units. Any parking spaces, doorsteps, porches, stairways, stairwells, balconies, patios, private greenspace or landscaping, or other apparatus intended to serve a single Unit, shall constitute Limited Common Area appertaining to that Unit exclusively, whether or not the Map so designates.

1.8 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; the cost of irrigation water used for Common Areas; expenses agreed upon as common expenses by a majority of a quorum of Owners; expenses authorized by the Governing Documents or the community Association Act as common expenses; any other expenses necessary for the common benefit of the Owners.

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1.9 Community Association Act

Community Association Act shall mean Utah Code §§57-8a-1 *et seq.*, as amended or replaced from time to time.

1.10 Declaration

Declaration means this document, as amended, annexed, supplemented, or restated from time to time.

1.11 Detached Unit

Detached Unit means any Living Unit that is not attached to any other Living Unit.

1.12 Director

Director means a member of the Board

1.13 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map and rules and regulations.

1.14 Living Unit

Living Unit means a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence. Living Unit may include both Detached Units and Townhome Units.

1.15 Lot

Lot means a separately numbered parcel of property as shown on the Map. Lots shall include the Living Unit, and all utility lines, and other installations exclusively serving the Lot whether under or over the Common Areas or not.

1.16 Map

Map means the plat map for the Lakeview Townhomes, on file with the Utah County Recorder and any amendments or supplements thereto or any plat maps recorded for additional phases.

1.17 Member

Member means an Owner. If an Owner is not a natural person, the Owner may designate in writing to act as its representative. If no representative is designated, then an officer, trustee, director, manager, or member as shown in the entity's formative documents shall be its representative.

1.18 Nonprofit Act

Nonprofit Act means Utah Code Ann. §§16-6a-101 *et seq.*, as amended or replaced from time to time.

1.19 Owner

Owner means the owner of the fee in a Lot. If a Lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.20 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.21 Project

Project means the Lakeview Townhomes, a Residential Planned Unit Development, as shown on the Map the project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith.

Exhibit "A" contains the legal description for the project.

1.22 Resident

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

1.23 Townhome Unit

Townhome unit means any Living Unit that has a shared wall with another Living Unit.

1.24 Turnover Meeting

Turnover Meeting means the meeting described in Section 10.1.

1.25 Unit

Unit means a Townhome Unit.

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2 SUBMISSION AND EXPANSION

2.1 Submission

The Project is submitted to be bound by the Governing Documents, to provisions of the Community Association Act, and to the Nonprofit Act. All Owners shall take title subject to the Governing Documents, Community Association Act, and Nonprofit Act. All Residents and other users of the Project shall be subject to the Governing Documents and Community Association Act.

2.2 Expansion

At any time within one year after this Declaration is recorded, the Declarant shall have the right to annex all or any portion of additional land into the Project and subject it to this Declaration without the consent of any Owner or Person (other than the owners of the property to be annexed).

2.3 Withdrawal

Prior to the Turnover Meeting, the Declarant may withdraw any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Project. Such withdrawn property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burdens the withdrawn property for the benefit of any property which is subject to the Declaration. Such withdrawal shall be made by recording an amendment to this

Declaration with the Utah county Recorder's Office, withdrawing the effect of the covenants and restrictions of the Governing Documents from the withdrawn property. Such withdrawn property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

3 PROPERTY RIGHTS IN LOTS

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3.1 Use and Occupancy

Except as otherwise expressly provided in the Governing Documents, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Living Unit. Each Lot shall be bound by, and the Owner shall comply with the Governing Documents for the mutual benefit of the owners.

3.2 Easements Reserved

In addition to the easements shown on the Map or provided for under this declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

3.2.1 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether or not the Lot is in compliance with the Governing Documents. Requests for entry shall be made in advance. Entry shall be made at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. The right of entry granted by this subsection applies only to Lots upon which the Association has maintenance responsibilities as provided for in the Governing Documents.

3.2.2 Utility Easements. The Association or any public utility provider shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot of the Association in accordance with the terms of the Governing Documents, except for those improvements for which a public authority or utility provider is responsible.

3.3 Easements Shown on the Map

Lots shall be subject to the easements shown on the Map.

4 PROPERTY AND USE RIGHTS IN COMMON AREA

4.1 Member's Right of Enjoyment

4.1.1 The Project will have Common Areas as designated in the Map for the benefit of all

Owners. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

4.1.2 Subject to the Governing Documents, each Resident, guest, or invitee has the right to ingress and egress across the common Areas necessary for access to his Lot. The rights described in this Section are appurtenant to and pass with title to the Lot.

4.1.3 No portion of the Common Area may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

4.2 Delegation of Right of Use

Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to Residents, all subject to such reasonable rules and regulations which the Association may adopt.

4.3 Compliance with Covenants and Restrictions and Rules and Regulations

Each Owner and Resident shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Resident shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area.

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5 MAINTENANCE

5.1 Association Responsibility

The Association shall supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas. The Association shall maintain the front yard and side yard areas of the Lots, the driveways, walkways, fences, and any other areas outside the fence and footprint of the Living Unit, including snow removal. The Association shall maintain, repair, and replace the exterior finished surfaces of the walls, soffit, fascia, and roofs of the Townhome Units.

The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot or Living Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

5.2 Owner Responsibility

Unless otherwise assigned to the Association in 5.1, all maintenance, repair and replacement of the Lots, Living Units, and improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain, repair, and replace such Lot and Living Unit in good repair and in accordance with the Governing Documents. The Owners shall also be responsible for the maintenance, repair, and replacement of the fenced back yard area. Owners shall maintain the fenced area of their Lot, if any. Maintenance, repair, and replacement responsibility of Townhome Units shall include, by way of illustration only: all interior and structural components; exterior doors, exterior door frames, exterior door casings, exterior door jambs, exterior door hardware, thresholds, and any weatherproofing required for the exterior doors; garage doors, garage door casing and molding, garage door hardware and

openers; windows, window frames, window casing, window hardware, any weatherproofing required for the windows; exterior light fixtures, exterior electrical outlets, light bulbs HVAC installations; plumbing installations; electrical installations; and any other component of the Living Unit or Lot not expressly assumed by the Association.

5.3 Party Walls

Each wall used as the dividing line between Living Units is a party wall. Nothing in this Section shall alter or limit the general rules of law regarding party walls and liability for damage due to negligence, or willful acts or omissions. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who use the party wall in proportion to their use. If a party wall is destroyed or damaged by fire or other casualty, and is not a covered loss under insurance, either Owner may restore the wall and the other Owner shall contribute to the cost of restoration in proportion to the damage sustained by the Owner compared to all damage to the party wall. The right of an Owner to contribution from any other Owner for party wall costs shall be appurtenant to and run with the land and shall pass to an Owner's successor in title.

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6 ARCHITECTURAL CONTROL

6.1 Architectural Standards and Guidelines

6.1.1 Except for initial construction and landscaping performed by an agent of Declarant, any changes to the exterior appearance of Living Unit, any addition or modification to a Lot shall require the prior written approval of the Board.

6.1.2 All construction and improvements shall comply with Lindon City Zoning Code, PRD Overlay Ordinance, Chapter 17.76, or its successor.

6.1.3 When repairing, restoring, replacing, remodeling or redecorating the exterior of a Living Unity the Owner shall use materials and colors that are similar to the original construction or are harmonious to surrounding Living Units.

6.2 Waiver, Precedent, Estoppel

Approval or disapproval by the Board of any requested architectural change shall not be deemed to constitute precedent, waiver, or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

6.3 Noncompliance

Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. Upon receipt of a Notice of Noncompliance Owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Board or their designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Association shall be an Individual Assessment.

6.4 Liability

The Board shall not be liable to any Owner, occupant, builder or other person for any damage, loss or

prejudice suffered or claimed on account of any action or failure to act, provided only that the Board has acted in good faith based on the actual knowledge possessed by it. The Board is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

7 ASSESSMENTS

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7.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and Collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Lot, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for Foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses its Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

7.2 Declarant's Covenant for Assessments

During the period that Declarant owns a Lot, Declarant shall contribute such amounts to the Association as are necessary for the Association to meet its obligations, less reserve fund contributions, under the budget after collecting assessments from any Lots owned by third parties.

7.3 Annual Budget

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. The budget may separate the Common Expenses which are unique to the Townhome Units. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

7.4 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts, subject to the Owners rights under the Community Associations Act, to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

7.5 Regular Assessment

The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. The Board shall decide on how frequently assessments shall be due. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30

days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

7.6 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas or exteriors of Townhome Units. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

7.7 Supplemental Assessment

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If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplement budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

7.8 Individual Assessment

Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual assessments include, without limitation:

7.8.1 Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

7.8.2 Fines, late fees, interest, collection costs (including attorney's fees);

7.8.3 Services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas;

7.8.4 Reinvestment or transfer fees due at the transfer of a Lot. The amount of the reinvestment fee shall be determined by the Board, but shall not be more than 0.5% of the sale price of the Lot; and

7.8.5 Any charge described as an individual assessment by the Declaration.

7.9 Apportionment of Assessments

Regular, special, and supplemental assessments levied against Detached Units will be apportioned equally among the Detached Units. Regular, special, and supplemental assessments levied against Townhome Units will be apportioned equally among the Townhome Units. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

7.10 Nonpayment of Assessment

Assessments not paid within 10 days after the due date established by the Board will be late and subject at 18% per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be

7.11 Application of Payments

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

7.12 Acceleration

If an Owner fails to pay assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

7.13 Termination of Utilities/Access to Recreational Facilities

If an Owner fails to pay their assessments, the Association may terminate utility services paid in common and access to recreational facilities. The Board shall establish procedures for terminating utilities and access to recreational facilities, which shall comply with the Community Association Act.

7.14 Collection of Rent from Tenant

If an Owner rents a Lot and fails to pay its assessments, the Association may demand that the tenants pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Community Association Act.

7.15 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend the Owner's right to vote.

7.16 Lien for Assessment

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

7.17 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

7.18 Appointment of Trustee

The Owners hereby convey and warrant, pursuant to U.C.A. § 57-1-20, to a member of the Utah State Bar, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

7.19 Subordination of Lien

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay six months of assessments, late fees, and penalties.

8 RESTRICTIONS ON USE

8.1 Use of Lots – Residential Use

Each of the Lots in the Project is limited to single-family, residential use only. The use

is further defined by Lindon City Zoning Code. Each Lot and Owner is subject to the
uses and restrictions imposed by such restrictions (including any parking restrictions).

8.2 No Obstruction of Common Areas

There shall be no obstructions of the Common Areas by the Owners, Residents, and their tenants, guests or invitees without the prior written consent of the Board. The Board may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Board.

8.3 Cancellation of Insurance, Illegal Activity

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or over what the Board, but for such activity, would pay, without the prior written consent of the Board. Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

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8.4 Nuisances

No Resident shall create, maintain or permit a nuisance in, on or about the Project.

For purposes of this Section a "nuisance" includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes but is not limited to the following:

8.4.1 The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;

8.4.2 The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses.

8.4.3 The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;

8.4.4 The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

8.4.5 The creation or maintenance of any noxious or offensive condition or

activity in

or about any Lot or the Common Areas;

8.4.6 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

8.4.7 Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Community by other residents, their guests or invites;

8.4.8 Too much noise in, on or about any Lot or the Common Area as determined by the Board, especially after 10:00 p.m. and before 7:00 a.m.;

8.4.9 Too much traffic in, on or about any Lot or the Common Area as determined by the Board, especially after 10:00 p.m. and before 7:00 a.m.;

8.4.10 Allowing a pet to be unleashed while outside of the Living Unit or fenced backyard;

8.4.11 Continuous barking, meowing, or other animal noises;

8.4.12 Allowing a pet to urinate or defecate in the Common Areas or failing to clean up immediately any feces deposited by a pet in the Common Area or any Lot.

8.5 Rules and Regulations

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No Owner or Resident shall violate the Rules and Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner shall be responsible to advise their guests and invitees about the rules and shall be responsible for their guests and invitees compliance with the rules and regulations.

8.6 Structural Alterations

No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Property or the improvements located thereon shall be made without the prior approval of the Board. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board.

8.7 Window Coverings

The Board, by rule, may require that certain colors and types of window covering be used. Under no circumstances shall any cardboard or tinfoil be used as window coverings in the Project.

Additionally, no stickers or non-holiday decorations will be permitted in windows.

8.8 Signs

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board.

8.9 Pets

No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept

on any Lot, except that not more than two domesticated dogs or cats shall be allowed as long as said animals do not unreasonably bother or constitute a nuisance to others and provided such animals are kept in compliance with the rules and regulations of the Association. If a pet owner violates any of the pet rules and regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require the Owner or Resident to remove their pet from the premises.

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8.10 Storage and Parking of Vehicles

Project The driving, parking, standing and storing of motor vehicles in, on or about the shall be subject to the following:

8.10.1 The parking rules and regulations adopted by the Board from time to time;

8.10.2 No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractors, camping vehicles, boats, bus trailers, snowmobiles, mobile homes, two, three or four wheeled motor vehicles, or other wheeled vehicles, shall be permitted to be parked on any private street.

8.10.3 No recreational, commercial or oversized vehicles shall be allowed within the Project unless said vehicle or trailer is kept at all times within the garage and the garage door is closed, or for purposes of loading or unloading passengers or supplies (for a period of time up to 24 hours).

8.10.4 No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot or parking space, to create an obstacle, or to obstruct or partially obstruct a sidewalk.

8.10.5 Residents may only park their motor vehicles within their garages and driveways.

8.10.6 No resident shall repair or restore any vehicle of any kind in or on a Lot (outside the garage) or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

8.10.7 No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

without Vehicles parked in violation of this Declaration may be impounded or towed further notice, and at the Owner's sole expense.

8.11 Aerials, Antennas, and Satellite Dishes

Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited.

Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within

the Lot. The Association may create policies to create a hierarchy of preferred installation locations to protect the aesthetics of the Project. The hierarchy of preferred installation locations may not interfere with reception.

8.12 Timeshares

Timeshares and time-sharing of Living Units within the Project is prohibited, and under no circumstances shall any condominium be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(27a), as amended.

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8.13 Utility Service

All lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Board.

8.14 Temporary Structures, etc.

No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, unless first approved in writing by the Board.

8.15 Repair of Buildings

No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall be at all times kept in good condition and repair and adequately painted or otherwise finished.

8.16 Subdivision of Lots

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use is in compliance with this Declaration.

8.17 Clothes Drying Facilities

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property.

8.18 Front Porches

Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture made of wood or metal on the front porch, unless prohibited by

rule. Plastic, vinyl, or indoor furniture may not be kept on the front porch. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the theme of the community to be removed from the front porch.

Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

8.19 Off Road Vehicles

No off road motor vehicles, including but not limited to snow mobiles, three wheelers or four wheelers may be driven on the roads, streets, footpaths, walkways, or Common Areas within the Project.

8.20 Firearms and Projectile Weapons

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited.

9 MEMBERSHIP AND ASSOCIATION

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9.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

9.2 Voting Rights

Voting is governed by the Bylaws.

9.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

9.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

9.5 Adoption of Bylaws

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

10 DECLARANT RIGHTS

10.1 Administrative Control of Association

Declarant shall assume full administrative control of the Association through an appointed interim

Board, which shall serve until the Turnover Meeting. The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) years from the date the last Lot to be developed upon the Property is sold. Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

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10.2 Other Rights

In addition to any other rights under the Governing Documents, as long as Declarant owns at least one (1) Lot within the Project, Declarant:

10.2.1 Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

10.2.2 "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Project, including without limitation, the Common Area.

10.2.3 Declarant Exemption. Unless specifically and expressly bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

10.3 Easements Reserved to Declarant

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

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

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

10.3.4 The reservation to Declarant and its successors and assigns, of a

non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

10.3.5 The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Map.

10.3.6 The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Map, without the prior written approval of the Board.

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

10.3.8 Declarant further reserves unto itself, for itself and any builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Project other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps, and will ensure that any builder takes

reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

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11 COMPLIANCE AND ENFORCEMENT

11.1 Compliance

Each Owner or Resident of a Lot shall comply with the provisions of the Governing Documents and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

11.2 Remedies

Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board acting on behalf of the Association, the right, in addition to any other rights set forth in the Governing Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

11.2.1 To enter the Lot which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished. Costs and attorney's fees shall be an Individual Assessment;

11.2.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

11.2.3 To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board;

11.2.4 To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to use of recreational and service facilities of the Association, until the correction of the violation has occurred; or

11.2.5 The right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the Governing Documents; or

11.2.6 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.

11.3 Action by Owners

Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

11.4 Injunctive Relief

Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

11.5 Hearing

The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

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12 INSURANCE

12.1 Types of Insurance Maintained by the Association

12.1.1 Property, casualty, and fire insurance for the Common Areas to the extent reasonably available or deemed advisable by the Board;

12.1.2 Liability insurance in an amount deemed advisable by the Board;

12.1.3 Full Coverage directors and officers liability insurance for at least \$1,000,000.00;

12.1.4 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association. The Board may adopt insurance rules and policies to maintain the insurance required under this Section and keep the premiums reasonable.

12.2 Types of Insurance Maintained by the Association for Townhome Units
Property and liability insurance for Townhome Units as required by Utah Code Ann. § 57-8a-401 through 407, as amended from time to time.

12.3 Insurance Company

The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

12.4 Premium as Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

12.5 Insurance by Owner of Detached Unit

Owners shall insure their Lots and all improvements thereon for the full replacement value. If requested, an Owner shall provide the Association with a certificate of insurance.

12.6 Insurance by Owner of Townhome Unit

Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the

amount of the Association's policies' deductible.

12.7 Payment of Deductible by Owner of Detached Unit

The deductible on a claim made against an Association policy shall be allocated to the party which caused the loss. The Association shall have the right to determine which party caused the loss. If the loss is a "no-fault" loss, the Association shall pay the deductible.

12.8 Payment of Deductible by Owner of Townhome Unit

The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Utah Code Ann. § 57-8a-405(7)-(8), as amended from time to time.

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12.9 Right to Adjust Claims

The Association has the right and authority to adjust claims.

12.10 Insurance Proceeds for Common Areas and Detached Units

If an Owner suffers a loss to their Lot or the improvements thereon, they shall use any insurance proceeds to restore the Lot and improvements to their original or better condition. If an insurable loss to the Common Areas occurs, the Association shall use the insurance proceeds to restore the Common Areas to their original or better condition.

12.11 Insurance Proceeds for Townhome Units

If a Townhome Unit is damaged or destroyed, the Association shall follow Utah Code Ann. § 57-8a-407, as amended from time to time, to determine whether to rebuild and how to use insurance proceeds.

12.12 Damage and Destruction of Common Area

12.12.1 Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

12.12.2 Any damage or destruction to insurable improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

12.12.3 If, in accordance with this Section, the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Area shall be restored to its natural state and

a neat maintained as an undeveloped portion of the Common Area by the Association in
paid over to and attractive condition. In such event, any excess insurance proceeds shall be
the Association for the benefit of the Project, which proceeds may be used and/or
distributed as determined by the Board, in its discretion, or as otherwise provided
in the Governing Documents.

12.12.4 If any improvements on the Common Area are damaged or destroyed, and the
proceeds of insurance received by the Association are not sufficient to pay in full the cost
of the repair and reconstruction of the improvements, the Board shall, without the necessity
of a vote of the members, levy a Special Assessment against all Owners in order to cover
the deficiency.

12.13 Obligation of Lot Owner to Repair and Restore

12.13.1 In the event of any damage or destruction of the improvements
on a Lot, the insurance proceeds, unless retained by a Mortgagee of a
Lot, shall be applied first to the repair, restoration, or replacement of the
damaged or destroyed improvements. Any such repair, restoration or
replacement shall be done in accordance with the plans and
specifications for such improvements originally approved by the Board;
unless the Owner desires to construct improvements differing from the
original, in which event the Owner shall submit plans and specifications
for the improvements to the Board and obtain its approval prior to
commencing the repair, restoration or replacement.

12.13.2 If any Owner of an improved Lot fails to maintain the insurance
required by this Section, the Association may, but shall not be obligated to,
obtain such insurance and pay any premiums required in connection with
obtaining such insurance. Such Owner shall be personally liable to the
Association for any costs incurred by the Association in obtaining such
insurance, to the same extent as such Owner is liable for assessments
levied against its Lot, and, upon the failure of the Owner to pay such costs
within 10 days after such Owner's receipt of a written demand therefor from the
Association, the Association may establish a lien therefor upon the Owner's Lot
in accordance with and subject to the provisions of this Declaration applicable
to an assessment lien.

13 AMENDMENT AND DURATION

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13.1 Amendments

13.1.1 Approval Required. Except as otherwise provided in this
Declaration, this Declaration may be amended by approval of Owners
holding sixty-seven percent (67%) of the voting rights of the Association.

13.1.2 Execution and Recordation. An amendment shall not be effective
until the amendment is certified by the president and secretary of the
Association as being adopted in accordance with this Declaration is

acknowledged and is recorded in the Utah County Recorder's Office, Utah.

13.1.3 Declarant's Right to Amend. Notwithstanding anything in this Declaration, so long as the Class B membership exists, the written consent of the Declarant is required to amend this Declaration or the Map. As long as Declarant owns any Lot or portion of Additional Land, the Declarant shall have the unilateral right to amend the Declaration.

14 MISCELLANEOUS PROVISIONS

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14.1 Professional Management

The Association may be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law.

14.2 Invalidity; Number; Captions

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

14.3 Joint Owners

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

14.4 Lessees and Other Invitees

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible

for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

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14.5 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Resident agrees to be bound by the Governing Documents.

14.6 Waiver, Precedent and Estoppel

No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.

14.7 Notice of Sale, Mortgage, Rental, or Lease

Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

14.8 Taxes on Lots

Each Owner will pay all taxes which may be assessed against him or his Lot.

14.9 Service of Process


The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

14.10 Conflicts

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DATED 11-16-16

By: 
Its: CHRIS KNAPP PRES. RIDEWAY CONSTRUCTION INC.

STATE OF UTAH)
 :SS.
County of Utah)

On this 16 day of November, 2016, personally appeared before me Chris M. Knapp, who after proving his identity and being by me duly sworn, did say that he is the PRESIDENT of the Declarant authorized to execute this Declaration and did certify that this Declaration, and the signing of the same, was duly approved by a resolution of Declarant's board of directors.

Carolyn Shepherd

NOTARY PUBLIC



Lakeview Townhomes Property Description:

Beginning at a point N00°40'38"W 425.72 feet along the Section line and West 2641.54 feet from the East Quarter Corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running thence S89°38'53"W 1.59 feet to the east line of 400 West Street Dedication Plat; Thence N00°09'53"W 208.09 feet along street dedication; thence N87°38'04"E 116.07 feet to the Northwest Corner of Lot 1, Plat "A", Maeser Academy Subdivision thence S00°28'30"W 212.19 feet along along a boundary line agreement between Maeser Academy Subdivision and Ridgeway Construction Inc.; thence S89°38'53"W 112.03 feet to the point of beginning.

Containing 0.55 acres, more or less.