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Gary Christensen Washington County Recorder  
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HARRISON LLC

**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLACK RIDGE COVE TOWNHOMES**

**Washington County**

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**EXHIBIT A – LEGAL DESCRIPTION**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BLACK RIDGE COVE TOWNHOMES ("Declaration") is executed and adopted by Black Ridge KD-DAI, LLC, a Utah limited liability company, ("Declarant") and is effective as of the date it is recorded in the office of the Washington County Recorder.

### RECITALS

- A. Declarant is the owner of the real property described in Exhibit A, which is attached to and incorporated in this Declaration by reference.
- B. The real property described in Exhibit A, together with all Lots and improvements previously, now, or hereafter constructed, and all easements and rights appurtenant thereto, is hereby submitted to this Declaration and shall be known as Black Ridge Cove Townhomes (the "Project").
- C. Declarant intends that the Owners, Occupants, and all other persons hereafter acquiring any interest in the Project shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of creating a residential community and to preserve the attractiveness, quality and value of the lands and improvements therein.
- D. Declarant hereby desires to establish for the mutual benefit of all future Owners and Occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, and liens as set forth herein (collectively the "Restrictive Covenants"), which shall run with and be a burden upon the property within the Project.
- E. Declarant explicitly reserves for itself the option in the future to expand the Project.
- F. This Declaration shall apply to the Project and to such additional real property as may be hereafter subject to this Declaration in the manner set forth below.
- G. By filing this Declaration, Declarant does not intend to create a community association, homeowners association, or any non-profit entity of any kind that would create a membership interest for the Lot Owners.

### ARTICLE I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified.

- 1.1. **Additional Land** shall mean, without limitation, any parcel of land that is annexed into the Project by the Declarant.
- 1.2. **Allocable Share** shall mean the interest of the Owner of a Lot within the Project which shall be applicable for the purposes of the payment of Common Expenses, and for other purposes indicated in this Declaration. Each Lot shall have an equal Allocable Share. The Allocable Share shall have a permanent character and shall not be altered without the proper recording of an amendment to this Declaration.
- 1.3. **City** shall mean St. George City.
- 1.4. **Clubhouse** shall mean the building structure and all related improvements and facilities located within the Project including, but not limited to, parking areas,

sidewalks, pool, sports courts, and related amenities. The Clubhouse may be owned by a Person other than the Lot Owners. The rules and fees for the use of the Clubhouse shall be governed by the terms of a separate agreement between each individual Owner and the Clubhouse owner.

1.5. **Common Easement Areas** shall mean all areas of the Project outside the exterior walls of the townhome buildings; the private roadway improvements within the Project that may be shown on a Plat and which are not accepted for dedication by a municipal authority; the private roadways that are part of an adjacent development which the Owners possess easement rights for use and access to the Project; all land, and the improvements situated thereon, within the Project that are designated as Common Easement Areas on the Plat or other recorded instrument; and common utility facilities. The Common Easement Area may be owned by Lot Owners on which such area is located, by a Person that is not a Lot Owner, or it may be owned by an adjacent homeowners association entity. If the responsibility to maintain Common Easement Areas, or portions thereof, is dedicated to the Owners, then such areas shall be maintained in the discretion and direction of the Manager.

1.6. **Common Expenses** mean the following: (i) reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) paid or incurred by the Manager (or an Owner with the approval of the Manager) in connection with the operation, management, maintenance and repair of the Common Easement Areas (including amounts payable under any Joint Use Agreement) and the performance of the Manager's duties and rights under any provision of this Declaration, including, without limitation, all reasonable costs, expenses, fees and other amounts relating to cleaning, landscaping, snow removal, resurfacing, restriping, replacing damaged or worn-out Improvements located on the Common Easement Area, licenses and permits, supplies, traffic regulation and control, personnel necessary to perform any of the foregoing; (ii) managerial, clerical and overhead costs, expenses, fees and other amounts; and (iii) Common Expenses due but not recoverable (after reasonable effort) from a responsible Owner, together with all interest on, and costs and attorney fees incurred in connection with, such unpaid Common Expenses. Any assessment for public improvements levied against all of the Lots, rather than against individual Lots, shall be paid by each Owner in accordance with its Common Expense Share, and shall be part of the Common Expenses.

1.7. **Common Expense Share** means, with respect to each Lot, the product obtained by multiplying the Common Expenses for the relevant period by the Allocable Share applicable to such Lot. The amount of the Common Expense Share shall be adjusted from time to time by written notice given by the Manager for changes in the amounts of Common Expenses.

1.8. **Declarant** shall mean Black Ridge KD-DAI, LLC, a Utah limited liability company, or its successor in interest, as the context requires.

1.9. **Declaration** shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Black Ridge Cove Townhomes as it may be amended from time to time.

1.10. **Improvement** shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, patios, garages,

mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, planting, poles, signs, and other facilities used in connection with utilities.

1.11. **Joint Use Agreement** means that certain Joint Use or Cross Easement Agreement recorded in the office of the Washington County Recorder which governs the use and maintenance of the parcel of land containing the Clubhouse and the joint use and maintenance of certain roads, storm drains, culinary water, secondary water, trash removal, and other shared facilities and services within the Project and the adjacent Black Ridge Cove project. All cost incurred by the Manager or Owners for compliance with a Joint Use Agreement shall be a Common Expense.

1.12. **Limited Common Easement Areas** shall mean the portion of the Common Easement Area reserved for the use and benefit of a designated Lot or Living Unit to the exclusion of other Owners. Whether or not indicated on the Plat, the Limited Common Easement Areas shall include facilities appurtenant to the Living Units including porches, balconies, driveways, and portions of the Common Easement Area bounded by approved fences on the Lots (if any). The right to the exclusive use of the Limited Common Easement Area shall be appurtenant to each respective Lot and may not be severed from the ownership of the Lot. All installations or modifications of Limited Common Easement Areas shall be approved by the Declarant or Manager. If the Limited Common Easement Areas depicted on the Plat differ in size or locations than the as built Limited Common Easement Areas, the as built dimensions or structures installed by Declarant shall supersede anything depicted on the Plat

1.13. **Living Unit** shall mean an attached structure that is part of a townhome building, which is designed and intended for use and occupancy as a single-family residence, together with the garage and all improvements which are used in connection with such residential structure. The Living Unit shall include, without limitation, the roof and all exterior surfaces, exterior and interior doors, windows, garage doors, exterior trim, gutters, downspouts, and foundations. The Living Unit shall also include all mechanical equipment and appurtenances located outside the Living Unit but designed to serve only that Living Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, equipment, fixtures and the like. All pipes, wires, conduits, utility lines, or other similar installations serving only the Living Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Living Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Living Unit is located shall be deemed part of the Living Unit. The attached garage shall be deemed to be part of the respective Living Unit.

1.14. **Lot** shall mean each of the individual Lots within the Project, as shown on the Plat. A Lot shall include the Living Unit or other improvement or structure constructed thereon. Each Lot consists generally of all structures on or within the boundary of the Lot. The Lot shall extend to the center of the Party Wall, which shall form the boundary of the Lots sharing that wall. Subject to dividing lines between Lots, any above-ground structure that extends beyond the vertical plane of the ground-level boundary of the Lot is part of the Lot if it: (1) is part of and an integral part of the Living Unit's structure (such as bay windows, pop-outs, eves, etc., not to include fences, or other appurtenant structures that merely connect to the structure); or (2) was constructed as part of the original construction of the

Lot.

1.15. **Manager** shall mean the Declarant, unless and until the Declarant assigns its rights and duties as Manager. The Manager's rights and duties under this Declaration may be assigned at any time to (a) any Owner, (b) any owners' association formed by an Owner with respect to one or more, but less than all, of the Lots, or (c) any owners' association which may be formed by the Declarant at any time, in the Declarant's sole discretion with respect to all of the Lots, prior to the expiration of the Period of Declarant Control. If Declarant forms such an owners' association, the voting interests in such association shall be held based on each Lot or parcel's Allocable Share. Notice of any assignment of Manager rights and duties shall be recorded in the official records of Washington County and shall be effective as an amendment to this Declaration, with no signature other than the signatures of the existing Manager and the new Manager being required. For the period during which the Manager is an Owner, the rights and duties of the Manager under this Declaration shall be an appurtenance to the Lot owned by such Owner and shall run with the land.

1.16. **Occupant** shall mean and refer to any Person, other than an Owner, visiting, living, or staying in a Living Unit. This includes, but is not limited to, all lessees, tenants, and the family members, agents, and representatives visiting, living, or staying in a Living Unit.

1.17. **Owner** shall mean the record owner, whether one or more Persons, of a fee simple title to any Lot or parcel of land which is a part of the Project. If any Lot or parcel has more than one Owner, the liability of each such Owner under this Declaration shall be joint and several.

1.18. **Period of Declarant Control** shall mean the period of time commencing on the date this Declaration is recorded and shall terminate on the occurrence of the earliest of the following events: (i) six (6) months after the date on which all of the Lots and all of the Additional Land, have been conveyed to Persons other than Declarant or its successors, assigns, and affiliates, regardless of whether such Additional Land has been added hereto; or (ii) the Declarant executes and records a written waiver of its right to control the Project.

1.19. **Person** shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity with the legal right to hold title to real property.

1.20. **Plat** shall mean all of the official subdivision plat(s) for Black Ridge Cove Townhomes, filed and recorded in the official records of the Washington County Recorder's Office. The term Plat shall specifically include any additional or supplemental plat(s) that may be recorded in the future comprising the Additional Land. The Plat is hereby incorporated into and made an integral part of this Declaration, and all requirements and specifications set forth on the Plat are deemed included in this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

1.21. **Project** shall include the real property described in Exhibit A, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto and shall at any point in time mean and refer to developments with the Black Ridge Cove Townhomes Plats. The Project shall also include all Additional Land annexed into the Project.

1.22. **Supplemental Declaration** shall mean a written instrument recorded in the

records of the Washington County Recorder, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

## ARTICLE II. PROJECT DESCRIPTION

2.1 **Declaration.** Declarant hereby declares that the Project, which may be referred to herein as "Black Ridge Cove Townhomes," is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed subject to the following covenants, conditions and restrictions. These covenants, conditions and restrictions are in furtherance of, and the same shall constitute a general plan for the ownership, improvement, sale, use, and occupancy of Black Ridge Cove Townhomes and are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth in the recitals above. This Declaration shall run with the Project and shall inure to the benefit of and be binding upon every part thereof and every interest therein. Further, this Declaration shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors and each Owner, as defined herein.

2.2 **Name.** The Project, as submitted to the provisions of this Declaration, shall be known as Black Ridge Cove Townhomes. The Project is not a cooperative, is not a community association, is not a homeowners association, and is not subject to the Utah Community Association Act.

2.3 **Nature of the Project.** The major improvements contained in the Project will include townhome buildings, with each building having multiple Lots and Living Units. Other improvements Lots and Common Easement Area may be added as Additional Land in the discretion of the Declarant. There are also Common Easement Areas as further provided herein, along with other improvements detailed on the Plat. All improvements shall be constructed in a style and of materials determined by the Declarant during the Period of Declarant Control, and afterwards, by the Manager. Parcels that do not contain buildings with Living Units shall be owned and controlled by the Declarant or its successors.

2.4 **Expansion of Project.** The Project may be expanded by the Declarant by the recording of a Supplemental Declaration in accordance with the provisions herein.

## ARTICLE III. BUILDING REQUIREMENTS

3.1. **Use of Property.** Each Living Unit shall be used solely for single-family residential purposes

3.2. **Building Design and Materials.** All buildings, Living Units, driveways, and Improvements must conform in design and comply with the standards provided by the Declarant or Manager.

3.3. **Storage of Building Materials.** No Owner shall allow building materials to be stored on or around any townhome building except temporarily during construction of an Improvement or its alteration, renovation or remodeling, and then only when a building permit is in force. The provisions of this section shall not be applicable to Declarant or any party contracted with Declarant for the original construction and sale of the Lots in the Project.

3.4. **Temporary Structures**. Unless approved by the Manager, no trailer, mobile home, tent, shack or other temporary building or structure shall be placed upon the Project, except that temporary structures or construction trailers used for the storage of tools and equipment and/or for office space for architects, sales personnel, builders and foremen during actual construction and sales may be maintained. The provisions of this section shall not be applicable to Declarant or any party contracted with Declarant for the construction of the townhome buildings in the Project.

3.5. **Construction Activities**. This Declaration shall not be construed so as to unreasonably interfere with, or prevent normal construction of Improvements by Declarant. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area.

3.6. **Landscaping**. The Declarant or the Manager shall complete the installation of all Project landscaping. All landscaping installation and maintenance shall be a Common Expense.

3.7. **Drainage**. No material change may be made in the ground level, slope, pitch or drainage patterns as fixed by the original finish grading except after first obtaining the prior written approval of the Declarant or Manager. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from Buildings and so as to protect foundations and footings from excess moisture.

3.8. **Fencing**. The Declarant or Manager may at its discretion adopt specific guidelines, pertaining to fencing, including a process for approval to achieve harmonious and consistent fencing.

#### **ARTICLE IV. OWNER MAINTENANCE**

4.1 **Owner Maintenance**. Each Owner shall be responsible for, at the Owner's own expense, the maintenance, repair, and replacement of all facilities and Improvements located in their respective Lot, including, but not limited to all structures, Improvements, and utility facilities serving their respective Lot and all Living Units therein. Each Owner shall provide and pay for the water, electric, and other utilities necessary to serve all of their Living Units.

4.2 **Damage**. In the event of damage or destruction of any structure or improvement in a building, the Owners of the Lots shall rebuild the same within 90 days or such reasonable time as the Manager determines.

4.3 **Default in Maintenance**. The Manager shall not be responsible for the repair or maintenance of any Improvement other than the Common Easement Areas, but the Manager may, upon reasonable notice, assume the maintenance responsibility for a Lot or Living Unit if the Owner fails to maintain the Lot or Living Unit as required in this Declaration, or to make repairs deemed reasonably necessary in the judgment of the Manager to preserve and protect the attractive appearance, good condition, and value of the Project.

4.4 **Shared Improvements.** The costs to repair or replace shared Improvements between Lot Owners shall be borne by those Owners benefitted thereby in proportion to the benefit received. Notwithstanding the foregoing, if the need for repair or replacement of a shared Improvement results from an Owner's abuse, neglect, failure to maintain, or negligent or intentional acts, then the cost of repair or replacement shall be borne exclusively by the responsible Owner. If an Owner receives notice regarding the need to repair a shared Improvement and fails to contest the contents of the repair notice according to the Dispute Resolution procedures below within thirty (30) days of receiving the repair notice, then such Owner shall have waived his right to dispute the contents of the repair notice and shall be obligated to the other Owner(s) for his/her proportion of the repair costs.

4.5 **Dispute Resolution.** If any dispute arises between Owners in connection with the Owner's maintenance, repair, and replacement obligations set forth herein, the following procedures shall apply:

(a) Owners shall meet in good faith and attempt to resolve such dispute amicably. In doing so, the Owner initiating a claim or dispute with another Owner(s) shall first notify the Owner(s) in writing stating plainly and concisely: (i) the nature of the claim, (ii) the basis of the claim, (iii) the proposed remedy, and that the adverse party shall have thirty (30) days to resolve the claim.

(b) In the event that the dispute is not resolved within thirty (30) days following the notice required in subsection (a) above, the dispute shall be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. The parties in the dispute must agree before any mediation settlement is binding. If mediation fails, then the disputing parties may proceed with any other legal remedy available, including the commencement of a legal action.

4.6 **Insurance.** Each Owner shall maintain property insurance for its Lot and Living Unit. Each Owner shall also be responsible to maintain general liability insurance providing coverage against bodily injury, death and property damage occurring, or by reason of activities, on or about its Lot. Such insurance shall be carried with a responsible company and shall afford at least the coverage provided by a "combined single limit" of not less than \$500,000 per occurrence, and not less than \$1,000,000 in the aggregate, for bodily injury, death and property damage. With the prior written approval of the Manager, any Owner may comply with the requirements of this Section by the purchase of blanket coverage, and may elect such deductible provisions as are consistent with good business practices. Each Owner shall, on request, furnish the Manager with a certificate issued by its insurer evidencing that insurance is in force which complies with the requirements of this Section. If an Owner does not maintain the insurance coverage required in this Section, then the Manager may cause the purchase of an insurance policy for the Lot and charge the costs incurred to the uninsured Owner in addition to the Owner's Common Expense Share.

## **ARTICLE V. UTILITIES AND EASEMENTS**

5.1. **Access Easement.** Each Lot shall have appurtenant thereto and be benefitted by, and the Common Easement Areas shall be subject to and be burdened by, a perpetual, nonexclusive right-of-way and easement for vehicular and pedestrian ingress

and egress on, over and across those areas designed for such use. Such right and nonexclusive license shall be appurtenant to and shall pass with title to each Lot and in no event shall such appurtenant rights be separated therefrom. Any Owner may extend his or her right of use and enjoyment to the Occupants of the Living Units within their Lot.

5.2. **Utility Easement.** Each Lot shall have appurtenant thereto, and be benefitted by, and the Common Easement Area shall be subject to, and be burdened by, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone and other communication services, sewage, storm drainage and all types of water under, through and across the Common Easement Area. If the rights provided for in this Section are exercised, the Owner intended to be served by the easement concerned shall pay the cost involved with such exercise and, at such Owner's sole cost, restore to their previous condition any Improvements which may be damaged as a result of such exercise.

5.3. **Manager Easement.** The Manager shall have nonexclusive easements with the right of access over and across each Lot to maintain, repair, replace, or effectuate the restoration of the Common Easement Areas and facilities that the Manager is responsible for maintaining which are accessible from such Lot. Such rights shall be exercised only after the notice required in this Declaration. The Manager shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Easement Area for purposes necessary for the proper operation of the Project.

5.4. **No Obstruction.** Owners shall not construct any fence, wall, barricade, or other obstruction on any portion of the Common Easement Areas and roadways, whether temporary or permanent in nature, which limits or impairs vehicular and pedestrian traffic, or shall otherwise obstruct or interfere with the free flow of such traffic, except to the extent that the Manager reasonably deems it necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights of the public in the common roadways. Installation or repair of utilities, resurfacing or repair of roadways and sidewalks, or any other work necessary for the completion of the construction of townhome buildings shall not be deemed a violation of this provision, so long as such work is diligently pursued to completion in reasonable amounts of time as determined by the Manager.

5.5. **Easements Reserved by Declarant.** The Declarant hereby reserves to itself and its assigns the following easements: (a) the right to install, inspect, maintain, repair, and replace any utilities and infrastructure to serve the Project, including without limitation electricity, water, sewer, phone, communications cables, secondary water, and drainage systems for the Project and land that becomes part of the Project; (b) the right to establish and construct facilities and improvements for roads, streets, sidewalks, irrigation systems, drainage facilities, monuments, storage facilities for supplies and equipment, earth walls and other roadway supports, lights, and signage; (c) the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition that may exist on any property within the Project, including Living Units and a perpetual non-exclusive easement of access throughout the Project reasonably necessary to exercise such right; (d) the right to revegetate and maintain the landscaping in all unimproved areas of the Project, in Declarant's judgment, to preserve and protect the Project's appearance, to

control erosion, or to restore the property within the Project to its natural condition; (e) an easement to construct, operate, maintain, repair and replace the secondary water lines and facilities in the Project; (f) the right to construct and maintain offices, prefabricated structures, or other structures for administrative, sales and promotional purposes relating to the Project during the Period of Declarant Control.

5.6. **Utility Charges**. The charges for utilities that are metered separately to each Lot or Living Unit shall be the responsibility of the respective Lot Owner. In the event water, electrical, sewer, or other utilities are metered collectively for all Lots, or metered separately for Common Easement Areas, then each Owner shall be responsible for paying for their pro rata share of such utility expenses as part of their Common Expense Share. Owners shall also be liable for their share of all services and all utility charges arising under Joint Use Agreements.

5.7. **Rules and Regulations**. Each Owner agrees to abide by all applicable rules and regulations imposed by the Manager for the use of the Common Easement Areas and the rules of all utility, public, governmental, and quasi-governmental entities, which supply any utilities or services to the Project.

## ARTICLE VI. MANAGER

6.1. **Manager**. The Manager shall have all rights that are reasonably necessary to carry out the terms of the Declaration. The Manager may take any action reasonably necessary to effectuate any right, privilege, or purpose assigned to it in this Declaration. The Manager shall timely cause to be performed through subcontractors, or Owners (including affiliates of the Owners) the duties set forth in this Article. Except as may be specifically provided in the Declaration or by applicable law, no Owner or group of Owners other than the Manager may direct the actions and duties delegated to the Manager as set forth herein. The Manager may retain professionals, including, without limitation, attorneys, accountants, managers, and bookkeepers to assist in any Manager function.

6.2. **Maintenance by Manager**. The Manager shall be responsible for the maintenance, repair, and replacement of the Common Easement Areas and shall keep such areas in a reasonably clean, orderly and usable condition and in a good state of maintenance and repair, consistent with a first-class development. The Manager shall also contract for all landscaping of the Common Easement Areas and the snow removal of all common private roadways.

6.3. **Rules**. The Manager shall promulgate and enforce Rules for the regulation and operation of the Project. This provision is intended to be interpreted broadly and permit the Manager to adopt rules governing all activities and uses within the Project which the Manager may legally enforce. All rules arising under Joint Use Agreements shall be deemed to be part of the Manager's Rules and the Manager shall have the power to take all necessary actions to enforce such rules, including the imposition of fines or the suspension of use of amenities. If Rules are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in this Declaration. The Rules may supplement, clarify, and add detail to issues addressed in this Declaration, so long as they do not contradict the same. The Manager's determination as to whether a particular activity being conducted, or to be conducted, violates or will violate the Rules shall be conclusive. The Manager may fine Owners for Rule violations and may assess such

fines as part of each Owner's Common Expense Share.

6.4 **Damage.** If all or any part of the Common Easement Area that is the responsibility of the Manager to maintain is damaged or destroyed through casualty, the Manager shall, as soon as reasonably possible, restore the same to substantially the same condition as existed prior to the damage or destruction. Each Owner shall, within thirty (30) days after notice of the amount due, contribute an amount equal to the product obtained by multiplying the Common Expense Share of such Owner by the cost of such restoration (net of any insurance proceeds or recoveries from persons causing such damage actually received by the Manager). Appropriate additional payments by, or refunds to, each Owner shall be made on completion of such restoration.

6.5 **Payments and Reimbursements.** No Common Expense shall be incurred by any Owner or Person unless such Common Expense is first approved by the Manager. The Manager is authorized to enter into contracts with other Persons for the performance of the duties set forth in this Article for the management of the Common Easement Areas, or authorize Lot Owners to enter into such contracts. The Manager shall ensure that Owner's and subcontractors are paid for their services performed in accordance with the Manager duties. The Manager shall ensure that all payments due under Joint Use Agreements are paid. All costs, expenses, fees and other amounts incurred or payable in connection with the Manager's duties, whether or not such costs, expenses, fees or other amounts are properly capitalized under generally accepted accounting principles, are part of the Common Expenses payable by the Owners. The costs incurred for Common Expenses for the completion of the Manager duties are to be paid by the Owners in proportion to their Allocable Share. If an Owner incurs Common Expenses in excess of its Allocable Share during a calendar year, then the Manager shall direct the other Owners to reimburse such Owner in the amount of their outstanding Allocable Share proportion.

6.6 **Assessment of Maintenance to Specific Owner.** If the need for maintenance or repair of the Common Easement Areas is caused by the willful or negligent acts of an Owner, or through the willful or negligent acts of the Occupants, guests, tenants, or invitees of an Owner, the Manager may cause such repairs to be made and the cost of such maintenance or repair work shall be added to and become a charge to the Owner in addition to its Common Expense Share.

6.7 **Dedication of Common Roadways.** The Manager shall have the right at anytime, in its sole discretion, to dedicate the common roadways to the public for purposes of vehicular ingress and egress by conveyance to the appropriate governmental authority, and any other Owner or other person having any right, title or interest in or to the common roadways shall join in such dedication on the request of the Manager, without compensation. On such dedication, this Declaration shall cease to apply to such private roadways, and such governmental authority shall thereafter be responsible for maintenance and repair of the common roadways.

6.8 **Default.** If the Manager fails to perform any obligation under this Section, and such failure continues for a period of thirty (30) days after written notice of such failure is given to the Manager by any Owner, or if the performance of such obligation would reasonably require more than thirty (30) days, if the Manager fails to commence such performance within such thirty (30) day period or thereafter diligently prosecute such performance to completion, the Owner giving such notice may, on written notice to the

Manager, perform such obligation in the stead of the Manager. Such Owner shall be reimbursed for such performance by all Owners in accordance with each Owner's Common Expense Share.

6.9 **Reserves**. The Manager may, but shall not be required to, establish a reserve fund for expected long-term maintenance and repair costs for the Common Easement Areas.

## **ARTICLE VII. USE RESTRICTIONS AND REQUIREMENTS**

7.1. **Animals and Pets**. Owners shall be bound by any applicable State, County, and municipal ordinances, or any other controlling government authority relating to the keeping and breeding of animals, as the same may be amended from time to time, which are hereby adopted and incorporated herein as covenants to run with the land.

7.2. **Nuisances**. No Occupant shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Living Unit, and no odors shall be permitted to arise there from so as to render any such Living Unit or any portion thereof, in the opinion of the Declarant, unsanitary, unsightly, offensive or detrimental to any other Living Units or Improvements or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Living Unit so as to be, in the opinion of the Declarant offensive or detrimental to any other Living Unit or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Living Unit without the prior written approval of the Declarant or Manager.

7.3. **Recreational Vehicles**. Except for purposes of loading or unloading passengers or supplies (for a period of time not to exceed twenty-four (24) hours), all recreational, commercial or oversized vehicles, including but not limited to boats, trailers, motorhomes, large trucks, and the like must be parked inside the enclosed garage. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any street or other area of the Project (unless done within the Living Unit's garage), except for emergency repairs to vehicles, and then only to allow the vehicle to get to a proper repair facility.

7.4. **Use of Living Units**. All Lots are intended to be improved with single-family Living Units and are restricted to such use. However, nothing in this Declaration shall prevent the rental of a Living Unit by the Owner thereof, for residential purposes on either a short or long-term basis subject to all the provisions of this Declaration and the requirement that all such leases shall be in writing and that a violation of any of these Restrictive Covenants shall be a default under such lease. No Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in any other way which would result in an increase in the cost of any insurance to any Owner.

7.5. **Hazardous Activities**. No activities shall be conducted in any Living Unit and no Improvements shall be constructed in the Project, which are or might be unsafe or

hazardous to any person or property. No open fires shall be lighted or permitted in or around any townhome building, except as permitted by City ordinance, or except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and properly designed interior fireplace or exterior commercially constructed fire pit or container as permitted by City ordinance.

7.6. **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon any Living Unit or Common Easement Area, nor shall anything be done or placed on any Living Unit which interferes with or jeopardizes the quiet enjoyment of other Living Units or which is a source of annoyance to residents. No unlawful use shall be made of a Living Unit or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Living Unit which shall cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

7.7. **Parking.** Each Living Unit shall have a garage to be used for the parking of vehicles. Vehicles shall not be parked at any location within the Project, which would impair vehicular or pedestrian access, or snow removal. The Declarant or Manager may adopt parking rules for the Common Easement Areas and all roadways within the Project.

7.8. **No Patio / Deck Storage.** No observable outdoor storage of any kind shall be permitted on backyard patios/decks, except for patio furniture, storage and portable barbecue grills in good condition, and other items if so approved by the Manager. All approved items shall conform with standards set by the Manager.

## ARTICLE VIII. COMMON EXPENSES

8.1. **Manager Duty.** The Manager shall establish, collect, and account for the Common Expenses as necessary to operate the Project consistent with the requirements within this Declaration.

8.2. **Collection.** The Manager is expressly authorized by each Owner to incur or allocate all costs, expenses, fees and other amounts included within the definition of "Common Expenses", and each Owner shall contribute such Owner's Common Expense Share in the manner described in this Declaration. The Manager shall make reasonable, good faith efforts to collect from each Owner such Owner's Common Expense Share and may, at its option, do either of the following: (a) invoice each Owner for such Owner's Common Expense Share on a monthly, quarterly or other periodic basis as the actual amount of the Common Expense Share becomes known (in which event, the Common Expense Share shall be due and payable within thirty (30) days after the delivery of such invoice); or (b) invoice each Owner in advance based on the Manager's reasonable estimate of the Common Expense Share for the period concerned, which estimate shall be provided to each Owner at least annually. If the Manager adopts the second alternative, each Owner shall pay such Owner's Common Expense Share in equal installments on the first day of each month, and within ninety (90) days after the end of each calendar year, the Manager shall furnish each Owner with a reasonably detailed final statement of the actual amount of such Owner's Common Expense Share for such calendar year. If such final statement reveals that the monthly installments made by an Owner aggregate less than the

actual amount of such Owner's Common Expense Share for such calendar year, such Owner shall pay the amount owing to the Manager within thirty (30) days after such final statement is furnished. If such final statement reveals that an Owner's payments aggregate more than such Owner's Common Expense Share for such calendar year, the excess amount shall, at the option of the Manager, either be returned to such Owner or be applied by the Manager to amounts next due from such Owner. Any amount required to be paid under this Section which is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum. In addition, a late charge of five percent (5%) of such payment may be charged by the Manager for any payment not made within ten (10) days after the date due. The acceptance by the Manager of any payment, or acceptance of an Owner of a reimbursement, that is less than the entire amount then due shall be on account only and shall not constitute a waiver of the obligation to pay such Owner's entire Common Expense Share amount. All records and accounts maintained by the Manager which relate to the Common Expenses shall be open to examination and audit by any Owner on at least ten (10) days' prior written notice to the Manager.

8.3. **Owner Obligations.** The obligations of each Owner for the payment or reimbursement of Common Expenses, and for all other provisions of this Declaration are the Personal obligations of such Owner and may be enforced by the Manager or by any Owner. No Owner may avoid or diminish the personal nature of such obligations by abandonment of such Owner's Lot or its Improvements, or by waiver of any of the services provided for in this Declaration. Suit to recover a money judgment for any amount due may be maintained by the Manager and each Owner. All remedies set forth in this Declaration are cumulative and are in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of this Declaration and to compel by decree specific performance, it being agreed that the remedy at law for any breach may be inadequate.

8.4. **Default.** If any Owner fails to perform any obligation under this Declaration and such failure continues for a period of thirty (30) days after written notice of such failure is given to such Owner by the Manager, or if the performance of such obligation would reasonably require more than thirty (30) days, if such Owner fails to commence such performance within such thirty (30) day period or thereafter diligently prosecute such performance to completion, the Manager may, on written notice to such Owner, perform such obligation in the stead of such Owner. The Manager shall be reimbursed by such Owner on demand for all costs and expenses (including attorney fees) incurred in connection with such performance, with interest on such costs and expenses, both before and after judgment, at the rate of eighteen percent (18%) per annum.

8.5. **Enforcement.** The restrictions, covenants, and obligations in this Declaration are for the benefit of each Owner and they shall inure to and pass with each and every Lot and shall run with the land and shall apply to and bind the respective successors in interest. Each Owner by acceptance of a deed in the Project, whether or not it shall be so expressed in such deed, is deemed to have accepted all of such restrictions, covenants and obligations and agrees to contribute its proportional share of the Common Expenses. Each Owner hereby agrees that such Common Expense costs shall be a charge on the land and shall be a continuing lien upon the Lot of any Owner who has failed to contribute its proportional share of the Common Expense costs. All Owners within the Project shall be

entitled to pursue a lien against a delinquent Owner who fails to pay its proportional share of the Common Expenses to the fullest extent permitted by law, which lien shall include all interest, late fees, attorney fees, and other costs of collection. This lien right shall arise and be perfected as of the date of the recording of this Declaration. Each Owner's share of the Common Expense costs shall also be the obligation of the Person who was the Owner of such Lot at the time when the Common Expense occurred. Subject to the Dispute Resolution section set forth in Section 4.5, each Owner shall have the right to pursue a legal action to personally recover from another delinquent Lot Owner to the fullest extent permitted by law.

8.6. **Taxes.** Each Owner shall pay all taxes for such Owner's Lot or parcel of land. Taxes on separately parceled Common Easement Areas that do not contain Lots or Living Units (if any) shall be a Common Expense.

## ARTICLE IX. SPECIAL DECLARANT RIGHTS

9.1 **Improvements.** Declarant hereby reserves the right, without obligation, to construct:

- 1) Any Improvement shown on the Plat or included in the Project;
- 2) Any buildings, Lots and corresponding Living Units upon all or any portion of the Additional Land, and the addition of the same to the Project; and
- 3) Any other buildings, structures, or improvements that Declarant desires to construct in the Project, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

9.2 **Expandable Project.** The Declarant herewith expressly reserves the right to expand the Project by the addition of Additional Land, or portions thereof, and Lots with Living Units and improvements to be constructed thereon, all in accordance with this Section.

1) The Project may be expanded by the addition of all or a portion of the real property designated by Declarant as "Additional Land".

2) Expansion or contraction of the Project by the Declarant is without limitation, except as set forth in this Section, and shall be effective without prior approval of any Owner.

3) Declarant's right to expand or contract the Project shall not expire until the latter of: (i) the expiration of the Period of Declarant Control, (ii) Declarant no longer owns a Lot in the project, or (iii) Declarant elects in writing to no longer have the right to add or withdraw land from the Project.

4) The Additional Land may be added in total or in part, and in any order as Declarant may determine.

5) To submit or withdraw Additional Land to or from the Project, the Declarant shall record a Supplemental Declaration in the office of the Washington County Recorder setting forth that an expansion or contraction of the Project has occurred. Such Supplemental Declaration shall include: (i) a description of the Additional Land added or withdrawn from the Project; and (ii) shall reference this Declaration and state that the provisions of this Declaration apply to the Additional Land, or that the Additional

Land is no longer subject to the provisions of this Declaration.

**9.3 Special Declarant Rights.** Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights which shall remain in effect for the maximum period allowed by law:

- 1) the right to maintain sales offices, model Living Units, and signs advertising the Project or any Lot at any location in the Project;
- 2) the right to use or otherwise manage the Common Easement Areas and rent such to third parties if the Common Easement Areas are owned or leased by the Declarant;
- 3) the right to create, amend, change, or modify any Plat, subject to necessary approvals from any applicable municipality or government agency;
- 4) the right to convert any part of the Project to a different regime of residential ownership;
- 5) the right to create or designate additional Common Easement Area within the Project;
- 6) the right to withdraw land from the Project for up to fifteen (15) years from the date this Declaration is recorded in the office of the Washington County Recorder;
- 7) the right to dedicate any roads and streets within the Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;
- 8) the right to amend this Declaration to create an owners' association to govern the Project at any time prior to the expiration of the Period of Declarant Control;
- 9) the right to amend this Declaration for any reason without approval from any Owner; and
- 10) unless expressly and specifically bound by a provision of the Declaration, Declarant shall be exempt from the provisions of the Declaration.

**9.4. Exercising Special Declarant Rights.** Declarant may exercise the Special Declarant Rights at any time prior to the later to occur of the date on which the Period of Declarant Control expires or the date when the Declarant relinquishes such rights in writing. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Project. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Declaration, without the consent of any of the Owners.

**9.5. Interference with Special Declarant Rights.** No Owner may take any action or adopt any Rules that interferes with or diminishes any Special Declarant right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Article shall be null and void and have no force or effect.

**9.6. Transfer of Special Declarant Rights.** The Declarant may transfer, convey,

or assign its rights created or reserved under this Declaration to any Person in whole or in part. The Declarant's successor shall enjoy any and all Declarant rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant shall equally apply to its successor. A contract transferring the Declarant's rights may, but shall not be required to, be recorded in the office of the Washington County Recorder.

9.7. **Changes by Declarant.** Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot and Living Unit prior to the contracting for the conveyance of the Lot to a purchaser.

9.8. **Easements Reserved to Declarant.**

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 Plat as "Public Utility Easement," or otherwise designated as an easement area over any road on the Project, and over those strips of land running along the front, rear, side of each townhome building shown on the Plat.

2) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Living Units 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.

3) The Declarant reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way, or easements and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lots and buildings in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

4) 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.

9.9. **Right of Entry.** The Declarant and Manager shall have the right at all times and upon reasonable notice of at least 48 hours to enter upon any Lot, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of this Declaration. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Living Units, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Declarant into the interior of a Living Unit without the consent of its Occupant or the Lot Owner unless there is an emergency threatening another Living Unit, the Occupants of

another Living Unit, or the structural integrity of a building. Owners shall maintain up-to-date emergency contact information records with the Manager or Declarant, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Declarant as a result of entering a Living Unit under this Section and shall indemnify and hold harmless the Declarant for all damages related to such entry, except for such damages resulting from intentional or willful misconduct.

9.10. **Enforcement.** Declarant may bring any action at law or equity in any court available to it under the statutes of the State of Utah for enforcement of any provision of this Declaration.

## ARTICLE X. MISCELLANEOUS

10.1. **Term.** The covenants, conditions, restrictions, and easements of this Declaration shall run with and bind the Project, and shall inure to the benefit of and be enforceable by the Declarant, Manager, and Lot Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded until this Declaration is amended or terminated according to the provisions herein. By acquiring an interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by each and every provision of this Declaration. This Declaration may be extinguished by a written instrument executed and acknowledged by the Owners of at least sixty-seven percent (67%) of the Allocable Shares subject to this Declaration and recorded in the office of the Washington County Recorder.

10.2. **Amendment.**

1) **By Declarant.** So long as the Declarant owns one or more Lots or parcels in the Project or any part of the Additional Land, or the Period of Declarant Control remains in effect, the Declaration and the Plat may be amended, supplemented, or terminated solely by the Declarant without any additional approval required. In addition, no other amendment shall be valid or enforceable without the Declarant's prior written consent so long as Declarant owns one or more Lots in the Project or any part of the Additional Land. Any such amendment shall be recorded in the office of the Washington County Recorder.

2) **By Owners.** Following the expiration of the Period of Declarant Control, this Declaration may be amended by the recording in the Washington County real property records of an instrument executed and acknowledged by the Manager certifying that a vote of at least sixty-seven percent (67%) of the Allocable Shares approved the amendment. No amendment shall be effective until it is recorded, in the office of the Washington County Recorder.

10.3. **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots subject hereto and promoting and effectuating the fundamental concepts of the Black Ridge Cove Townhomes development as set forth in this Declaration. This Declaration shall be construed and governed under laws of the State of Utah.

10.4. **Construction and Severability.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular

shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.5. **Notices.** Any notice required or permitted to be given to any Owner or according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered or mailed, postage prepaid, to the Person who appears as an Owner in the County records at the time the notice is sent.

10.6. **Covenants to Run with Land.** This Declaration and all provisions hereof shall constitute covenants to run with the land, and shall be binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Lot or in the Common Easement Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Declarant or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.7. **Right of Enforcement.** The Declarant, Manager, and any Owner shall have the right to enforce by proceedings at law or in equity, each provision of this Declaration against the Lot which is subject to the Declaration owned by such Owner, including the right to prevent any violation of such, and the right to recover damages, attorney fees, and other sums for such violation(s). Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

10.8. **Attorney Fees.** If any action is brought because of a default under, or to enforce or interpret this Declaration, in addition to the relief to which such party is entitled, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorney fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

10.9. **Violation a Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner, at such Owner's own expense, or by Declarant or Manager at the expense of the Owner of the Lot which is violation of the provisions of this Declaration, whether or not the relief sought is for negative or affirmative action. However, only Declarant and its duly authorized agent may enforce by self-help any of the provisions of this Declaration.

10.10. **Violation of Law.** Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Declaration and subject to all of the enforcement provisions set forth herein.

10.11. **Indemnification.** Each Owner shall indemnify, defend and hold harmless the Manager and each other Owner from and against all losses, damages, claims, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise), liabilities, judgments and liens, of whatever kind or

character, which are caused by the gross negligence or willful misconduct of the indemnifying Owner or its Occupants or by the use, storage, disposal, or release of any hazardous substances on any Lot by the indemnifying Owner, its Occupants, or by any agent, employee, contractor, invitee or licensee of the indemnifying Owner.

**10.12. Remedies Cumulative.** Each remedy provided by this Declaration is cumulative and not exclusive.

**10.13. No Waiver.** The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

**10.14. No Merger.** The easements, covenants, restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that one or more Lots may be owned by the same Person or owners association from time to time, it being the intention of this Declaration to create a common scheme for the management of the Common Easement Areas which will not be terminated by the doctrine of merger or otherwise, unless this Declaration is terminated in accordance with its terms.

**10.15. Effective Date.** The Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the Washington County Recorder.

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**IN WITNESS WHEREOF**, the Declarant has caused this Declaration to be executed by a duly authorized representative this 6 day of January, 2022.

**BLACK RIDGE KD-DAI, LLC**  
a Utah limited liability company

By:

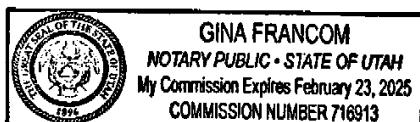
Name: Bryan Flamm

Title: Manager

STATE OF UTAH )  
) ss.  
COUNTY OF Salt Lake )

On the 6<sup>th</sup> day of January, 2022, personally appeared before me  
Bryan Flamm, who by me being duly sworn, did say that she/he is an  
authorized representative of Black Ridge KD-DAI, LLC, and that the foregoing instrument is  
signed on behalf of said company and executed with all necessary authority.

Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION**

All of **BLACK RIDGE COVE PHASE 5**, according to the official plat filed in the office of the Washington County Recorder on April 29, 2021 as Entry Number 20210041881.

Including Lots 501 through 542

**Parcel Numbers:** **SG-BRC-5-501** through **SG-BRC-5-542**, and **SG-BRC-5-COMMON**