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DEP eCASH REC'D FOR BONNEVILLE SUPERIOR TITLE CO

Declaration for  
Homeowner's Association  
For Bridgeway Island Phases 2-6  
Syracuse, Utah

Tax ID: 12-659-0301-0328  
12-666-0201-0242

**HOMEOWNERS ASSOCIATION**  
**For Bridgeway Island Phases 2-6**  
**Syracuse, Utah**

114975

TAX ID: 12-659-0301-0328  
12-666-0201-0242

THIS DECLARATION OF THE HOMEOWNERS ASSOCIATION FOR BRIDGEWAY ISLAND PHASES 1-6 (Referred to below as "SUBDIVISION") is made and executed this the 15<sup>th</sup> day of DECEMBER, 2006, by US Development, Inc., a Utah corporation, and Bridgeway Island L.L.C., a limited liability corporation, referred to below as "Declarants".

**RECITALS:**

A. Declarants are the Owner of the following described real property (the "Entire Property") located in Davis County, Syracuse, Utah:

All lots, all roadways, and open space according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

B. Declarants intend to develop a residential subdivision on the Entire Property. Declarants will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions which are on file and of record in the Davis County Recorders Office, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Subdivision.

DECLARANTS HEREBY DECLARE that those parcels within SUBDIVISION designated with a letter A, B, or C are common areas and are restricted to specific uses as follows. A perpetual easement over said parcels is hereby granted to Syracuse City as follows:

Parcel A to be used for entrance landscaping and monuments.

Parcel B to be used as landscaped street buffers along Boulevard.

Parcel C to be a club house and pool

The common areas are restricted to the uses specified in this Declaration and those uses cannot be changed without amending this easement.

Ownership of the underlying fee of the common areas shall remain with the Bridgeway Island Homeowners Association which association shall be responsible for the construction, maintenance and repair of the common areas. The Declarant does not

intend to dedicate the common areas to the public.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarants from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarants as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes within the Subdivision; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision.

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12-666-0215

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# HOME OWNERS ASSOCIATION

## ARTICLE I

### DEFINITIONS

ACCOMMODATION RECORDING ONLY.  
BONNEVILLE TITLE COMPANY MAKES NO  
REPRESENTATION AS TO CONDITION OF  
TITLE, NOR DOES IT ASSUME ANY  
RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

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

“Additional Property” shall mean the balance of the Entire Property not included within recorded Plats.

“Association” shall mean the BRIDGEWAY ISLAND Homeowners Association, whether Incorporated or not, and as the context requires, the officers and directors of that Association.

“Common Areas” shall mean those areas reserved for use as landscaped buffers and open space areas.

“City” shall mean Syracuse, Utah and its appropriate departments, officials and boards.

“Declarant” shall mean and refer to US Development, Inc., a Utah Corporation and Bridgeway Island L.L.C., a Utah limited liability corporation.

“Declaration” shall mean this Declaration of the Bridgeway Island Homes Owners Association, together with any subsequent amendments or additions. The Subdivision Plats for BRIDGEWAY ISLAND PHASES 1-6, and the Easements and other matters shown on any such Plat, are also incorporated into this Declaration by reference.

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

“Entire Property” shall have the meaning set forth in the recitals.

“Family” shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

“Improvement” shall mean all structures and appurtenances of every type and

kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

“Lot” shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

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

“Person” shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

“Plat” shall mean an official ownership plat of BRIDGEWAY ISLAND SUBDIVISION PHASES 1-6 as approved by Davis County and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

“Property” shall have the meaning set forth in the recitals.

“Subdivision” shall mean all of the BRIDGEWAY ISLAND SUBDIVISION PHASES 1-6 and all Lots, and other property within the Subdivision as shown on the Plats covering the Entire Property.

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

“Trustees” shall mean the duly elected and acting Board of Trustees of the BRIDGEWAY ISLAND Homeowners Association, whether incorporated or not.

## ARTICLE II

### HOMEOWNERS ASSOCIATION

2. To effectively enforce the Covenants, Conditions and Restrictions, the Declarants have created, or will create, a Utah non profit corporation called BRIDGEWAY ISLAND Homeowners Association. The Association shall be comprised of the Owners of Lots within all phases or the BRIDGEWAY ISLAND SUBDIVISION PHASES 1-6, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed a appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

2.1 Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these Covenants and to incur expenses for that purpose. The officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these Covenants. In the event that the Trustees of the Association initiate legal action against a specific lot owner or owners to enforce these covenants, and the Association prevails in a court of law, then the Trustees of the Association shall have the right to asses the costs of such litigation against the lot or lots in question. The Trustees of the Association may file a "Notice of Lien" against such lot or lots with the amount involved to carry interest at the current statutory rate for judgments until paid. The Trustees are further authorized to take whatever reasonable action is necessary to obtain payment including, but not limited to, foreclosure of the lien. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual right of Lot Owners to personally enforce these Covenants in their own name. The Association may appear and represent the interest of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

2.2 Maintenance of all Common Areas and Other Association Property. The Association will own, operate and maintain those parcels within the subdivision that are designate with a letter A, B, and C, plus any common areas to be added in the future. The Association will be responsible for the maintenance of all common areas presently owned by the Association or acquired in the future by the Association. The Association shall have the authority to assess its members for the costs of said maintenance and for restoring any damage to any such property owned by the Association.

2.3 Assessments. The Association has the power to levy assessments against each Lot as necessary to carry out these functions. All assessments will be equal on all

Lots, whether vacant or improved. Assessments will be made annually to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to, the costs of maintenance, acquisition, repair and replacement of capital facilities, liability insurance, any water for irrigation of areas within the control of the Association, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, the costs of complying with and enforcing rights under these covenants, and working capital, capital improvements and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of a majority of a quorum of the Owners in attendance in person or by proxy at a meeting called for that purpose, except the gravity sewer special assessment described in paragraph 7.11.

2.4 Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien under the procedures available for the foreclosure of mortgages in the State of Utah when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. Alternatively, if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to any assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot (in the event of a sale) without any obligation to first take recourse against the Lot and Improvements to which the lien has attached. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts in deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessment of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed.

2.5 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid if full, or the amount of any past due assessments. The Buyer or Lender for whom such statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement. The Association may charge a transfer fee for providing such statements and for changing its records to reflect the name of the new Owner. Those individuals selling Lots and those individuals buying Lots subject to these Covenants agree to share that cost equally.

2.6 Indemnity of Association Trustees and Officers. The Association will indemnify the officers, agents and trustees of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

2.7 Election. Unless otherwise provided in the By-Laws of the Association, the elections for members of the Board of Trustees, or any other matter which is presented to the Association, each Owner, including the Declarant, shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all the other Owners of that Lot unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

2.8 Notice of Election, Notice of Meeting. Unless otherwise provided in the By-Laws of the Association, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 21 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of the meeting. At any such meeting, a quorum will exist if the Owners of 51% of Lots are present. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

2.9 Special Meeting. When circumstances warrant, a special meeting of the Owners may be called as provided in the By-Laws. No business may be conducted at a special meeting without a full quorum of the Owners of 51% of the Lots being present in person or by written proxy.

2.10 Number of Trustees, Term of Office. Unless otherwise provided in the By-Laws of the Association, there shall be three members of the Board of Trustees, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Trustees is named, whether by appointment by the Declarant or by election from among the Members, the Trustees will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Trustees may serve consecutive terms, and may also serve as officers of the Association.

2.11 Independent Accountant. The Homeowners Association will retain the services of an independent accountant who will be responsible for maintaining an accurate annual Financial Report shall be given to Syracuse City and shall continue such time as the Homeowners Association is notified by Syracuse City that such submission is



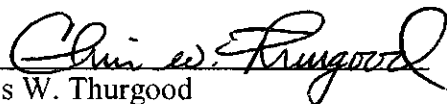
no longer required. Syracuse City will have a continuing right to audit the funds in the Homeowners Association's accounts and review other records of the Association. The Homeowners Association independent accountant shall cooperate fully with audit requests by Syracuse City.

Executed on the date stated above.

US Development, Inc.  
a Utah Corporation

By:   
Danny C. Bridenstine

Bridgeway Island, L.L.C.  
a Utah limited liability corporation

By:   
Chris W. Thurgood

STATE OF UTAH )  
                          : §  
County of Davis )

On this 13<sup>th</sup> day of DECEMBER, 2006, personally appeared before me, Danny C. Bridenstine, and Chris W. Thurgood, and who being by me duly sworn, did say that they are the owner of US Development, Inc., a Utah Corporation, and that the within and foregoing instrument was signed on behalf of said Corporation by authority of a resolution of its board of directors and said Danny C. Bridenstine, and Chris W. Thurgood duly acknowledged to me that said Corporation executed the same.

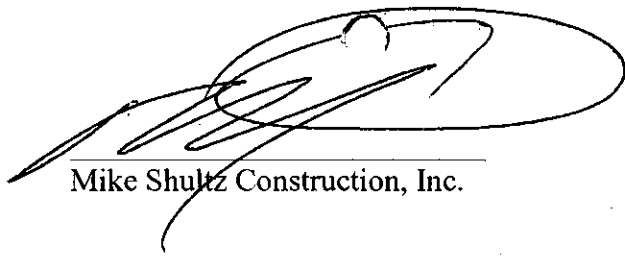


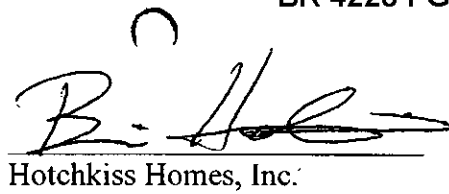
*Chad Warren Stokes*  
\_\_\_\_\_  
Notary Public

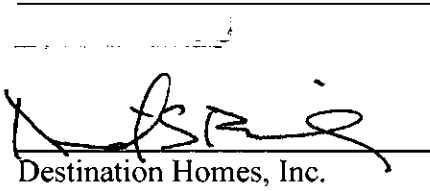
Residing at: 7853 S. 1960E. SO. WEBER

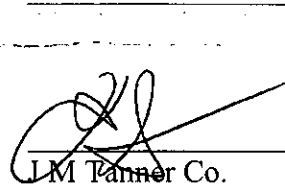
My Commission Expires:

7/06/08

  
Mike Shultz Construction, Inc.

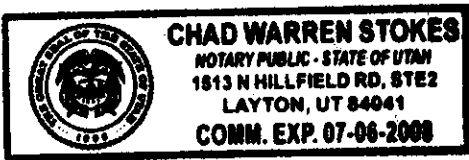
  
Hotchkiss Homes, Inc.

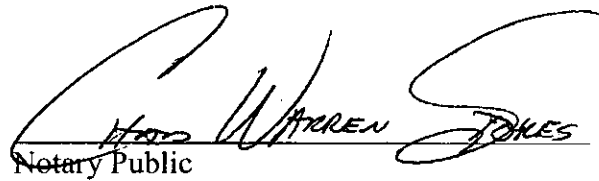
  
Destination Homes, Inc.

 David Sparks  
J M Tanner Co.

STATE OF UTAH    )  
                              : §  
County of Davis    )

On this 15<sup>th</sup> day of DECEMBER, 2006, personally appeared before me, Mike Shultz Construction Inc., Hotchkiss Homes Inc., Destination Homes Inc., and J M Tanner Co., who being by me duly sworn, did say that they are lot owners in the Bridgeway Island Phases 2-6 Subdivision., Syracuse, Utah, and that the within and foregoing instrument was signed on behalf of said group by authority of a resolution of its board of directors and said Mike Shultz Construction Inc., Hotchkiss Homes Inc., Destination Homes Inc., and J M Tanner Co., duly acknowledged to me that said Group executed the same.



  
Notary Public

Residing at: 7853 S. 1960 E. So. WEBER

My Commission Expires:

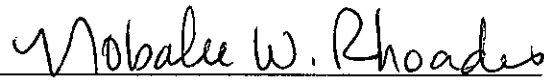
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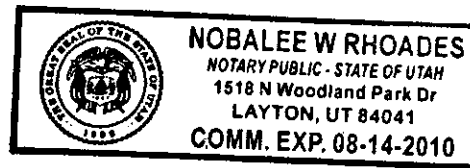
  
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John R. Staffanson

State of Utah

County of Davis

On the 2<sup>nd</sup> day of January 2007, personally appeared before me John R. Staffanson, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

  
\_\_\_\_\_  
Notary Public



John W. Diamond III

Marilyn Diamond

Elite Craft Homes

*[Signature]*  
By: Manager, Member

State of Utah

County of Davis

On the 12 day of January 2007, personally appeared before me John W. Diamond III and Marilyn Diamond, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

*[Signature]*

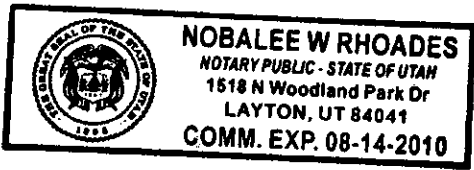
*[Signature]*  
Notary Public

State of Utah

County of Davis

On the 12 day of January, 2007, personally appeared before me Jerry Preston who being by me duly sworn, did say that he is a Member of Elite Craft Homes, a Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said LLC by authority of its articles and said Jerry Preston duly acknowledged to me that said LLC executed the same.

*[Signature]*  
Notary Public



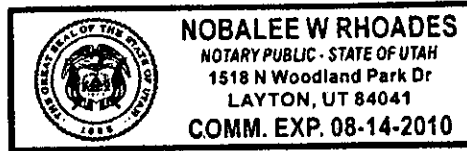
Kevin Larsen  
Kevin Larsen

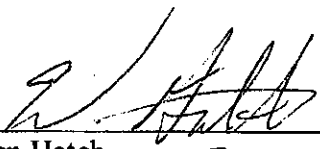
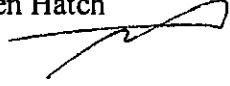
State of Utah

County of Davis

On the 19<sup>th</sup> day of January 2007, personally appeared before me Kevin Larsen, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Nobalee W. Rhoades  
Notary Public

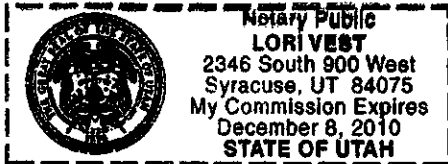


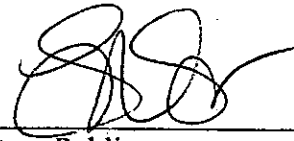
  
\_\_\_\_\_  
Warren Hatch  


State of Utah

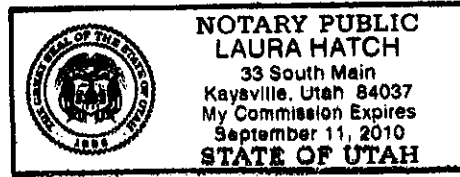
County of Davis

On the 15<sup>th</sup> day of February, 2007, personally appeared before me Warren Hatch, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.



  
\_\_\_\_\_  
Notary Public

  
Richard Huff



State of Utah

County of Davis

On the 21<sup>st</sup> day of February, 2007, personally appeared before me Richard Huff, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

  
Notary Public



John W. Diamond III  
John W Diamond III

Marilyn S. Diamond  
Marilyn Diamond

State of Utah

County of Davis

On the 27 day of February 2007, personally appeared before me John W Diamond III and Marilyn Diamond, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Nobalee W. Rhoades  
Notary Public

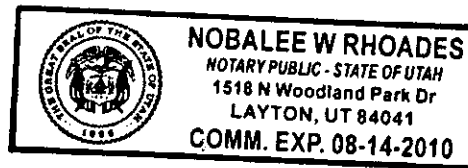


Exhibit "A"

All of Lots 301 thru 328, inclusive, Bridgeway Island Phase 3, Syracuse City, Davis County, Utah, according to the official plat thereof.

Tax I.D. #'s 12-659-0301 thru 0328, inclusive.

All of Lots 201 thru 242, inclusive, Bridgeway Island Phase 2, Syracuse City, Davis County, Utah, according to the official plat thereof.

Tax I.D. #'s 12-666-0201 thru 0242, inclusive.