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Office of the Davis County Recorder



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JAN 17 2013

Recorder  
Richard T. Maughan  
Chief Deputy  
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Amd. Declaration  
(Document Type)

08-340-0001 thru 0055  
Tax Serial Number(s)

08-340-0001 thru 0055

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS  
AND RESTRICTIONS AFFECTING THE REAL PROPERTY KNOWN AS

Suncrest Meadow Phase 1 Cluster Subdivision

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS ("Declaration") is effective as of the date of the recording in the Davis County Recorder's Office by the SUNCREST OWNERS ASSOCIATION, INC. ("Association").

RECITALS

- A. Capitalized terms in this Declaration are defined below.
- B. The real property situated in Davis County, Utah, described below and incorporated in this Declaration by reference (the "Parcel"), was previously submitted, together with all buildings and improvements previously, now, or hereafter constructed on the Parcel, and all easements and rights appurtenant thereto (collectively, the "Property").
- C. The Declaration of Covenants, Conditions, Agreements and Restrictions of Suncrest Owners Association, Inc., was recorded on September 30, 2004, as Entry No. 2021303 at the office of the Recorder for Davis County, Book 3635, Page 11. The First Amendment to the Declaration for Suncrest Owners Association, Inc. was recorded as Entry No. 2021302 in Book 3636, at pages 232.
- D. The Association, consistent with the prior recorded Declaration and any amendments thereto (including any not herein referenced above), hereby adopts this Declaration, which (along with any future amendments) shall be the sole Declaration for Suncrest Owners Association, Inc.. This Declaration shall amend and completely replace all Declarations, and any amendments thereto, recorded prior to the date of this Declaration.
- E. This Declaration is adopted to update the Declaration; to eliminate ambiguity, to further define the rights of the Association and the Lot Owners; to further the Association's efforts to safely, efficiently, and economically provide a quality living environment; and to preserve and enhance the desirability of living at the Property and to increase and preserve the attractiveness, quality, and value of the land and improvements therein.
- F. The Association hereby desires to establish, for its own benefit and for the mutual benefit of all future Owners of the Property, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein (collectively, the "Restrictions"), which shall run with and be a burden upon the Property.
- G. The Association intends that the Owners, Lenders and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall

hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of ownership for the Property, and for establishing rules for the use, occupancy, management, and enjoyment thereof.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, the Association hereby amends and replaces all prior Declarations for Suncrest Owners Association, Inc., (which shall be referred to herein as the "Project") with the following Declaration:

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following definitions:

**Architectural Committee:** the architectural committee created pursuant to Article 4 of this Declaration.

**Articles:** the Articles of Incorporation of the Association as amended from time to time

**Assessments:** that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by the Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.

**Association:** SUNCREST OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, formed or to be formed by Declarant, the members of which shall be the Owners of Lots in the Project.

**Board of Directors:** the governing body of the Association.

**Bylaws:** the Bylaws of the Association as amended from time to time. The initial Bylaws shall be adopted by the Board of Directors.

**Common Area:** all of the real property and improvements located within the Property, other than the Lots and their improvements, including without limitation, all common landscaped areas, common lighting and walkways, entry monuments markers and signs and all of which shall be managed by the Association for the Common use and enjoyment of all Owners. The Association shall own the Common Areas. The Common Area is designated as such on the Plat Map (defined below).

**Common Expenses:** the actual and estimated expenses of maintenance improvement, repair, operation, insurance, and management of the Common Area, expenses of administration of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated Common

Expenses by or pursuant to the Project Documents. Without limiting the generality of the foregoing, Common Expenses shall also include: all commonly metered utility charges for the Property; compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all maintenance, gardening, security and other services benefiting the Common Area; the costs of fire insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Property and the directors, officers and agents of the Association; and any other costs incurred by the Association pursuant to its authority for any reason whatsoever, for the common benefit of the Owners.

Declaration: This Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.

Dwelling: That portion of any building (including garage and other improvements) which is located on a single Lot and which is designed and intended for use and occupancy as a residence by a single-family

Lot: Any residential Lot shown on the Plat Map. The term "Lot" does not include any portion of the Common Area.

Member: a person (individually or jointly with others) entitled to membership in the Association as provided herein.

Owner or Owners: the person holding record fee title to or a contract vendee's interest in a Lot in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any Interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner", and the fee owner shall be considered a mortgagee.

Plat Map: the recorded map or maps prepared by or for Declarant showing the surface of the Property and the division thereof into Lots and Common Area, as amended and /or supplemented from time to time.

Property or Project (synonymous): the real property covered by this Declaration and all easements, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon.

NOW, THEREFORE, for the purpose of protecting the value and desirability of the Property, all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I - ASSOCIATION**

- 1.1 **FORMATION OF ASSOCIATION:** The association shall be a Utah non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in its articles of incorporation, its bylaws and this Declaration. Neither the articles nor bylaws of the Association shall, for any reason be amended, changed or otherwise interpreted so as to be inconsistent with this Declaration.
- 1.2 **BOARD OF DIRECTORS AND OFFICERS:** The board shall conduct the affairs of the Association as the board may elect or appoint in accordance with the articles and bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of three (3) directors. The Board shall be responsible for the day-to-day operation of the association; the Board may also appoint various committees to assist with these duties.
- 1.3 **PERSONAL LIABILITY:** No director of the Board or committee member of the Association shall be personally liable to any Owner, Member or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, or performed intentionally and with malice.

## **ARTICLE II – ASSOCIATION MEMBERSHP AND VOTING**

- 2.1 **MEMBERS:** Every Owner of a Lot shall be a Member of the Association and all such persons shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's lot and any such transfer shall automatically transfer the membership appurtenant to said Lot to the new Owner thereof.
- 2.2 **MEMBERSHIP, VOTING REQUIREMENTS:** Members shall be Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

## **ARTICLE III – RIGHTS AND POWERS OF ASSOCIATION**

- 3.1 **ASSOCIATION'S RIGHTS:** In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its articles and bylaws.
- 3.2 **RIGHTS OF ENFORCEMENT:** The Association, as the agent and representative of the members, shall have the right to enforce the covenants set forth in this Declaration. The Association, or any Owner shall have the right to enforce by any proceeding at law or equity, all restrictions, conditions, covenants, reservations

now or hereafter imposed by the provisions of the Declaration. In addition, the Association shall have the right to enforce at law or in equity, all liens and charges now or hereafter imposed by the provisions of this Declaration. If the Association, or any Owner prevails in any proceeding at the Association, or such Owner, as applicable, is entitled to judgment against the breaching Owner or Member for all costs and reasonable attorney's fees associated with the action. Failure by the Association to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither the board, nor any director of the Board or committee member of the Association shall be personally liable to any Owner, Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, or performed intentionally and with malice.

- 3.3 IMPROPER MAINTENANCE AND LIENS: In the event any portion of any lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of surrounding Lots or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event any Owner is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards set forth herein, the Board may give notice thereof to the offending Owner that unless corrective action is taken within fourteen days, the Board may cause such action to be taken at said Owner's costs. If at the expiration of said fourteen-day period of time the required corrective action has not been taken the Board shall be authorized and empowered to cause such action to be taken, and the cost thereof shall be assessed against such Owner.

If the assessed cost is not paid by such Owner within thirty days, the amount of the cost plus interest, collection costs and reasonable attorney's fees, constitutes a lien upon the Owner's lot and upon the recording of notice of the lien by the Board, it is a lien upon the Owner's lot in priority position and all other liens and encumbrances, recorded or unrecorded, except (1) as a special assessment liens on the Owner's lot in favor of any assessing unity or special improvement district, and (2) encumbrances on the Owner's Lot recorded prior to the date such notice is recorded.

The Board in cases of extreme hardship may release any such lien if it received other security of the payment of the delinquent costs, which it deems sufficient to protect the interests of the Association.

- 3.4 BY-LAWS: These provisions allow for the establishment of by-laws which enable a duly elected Board to assess monies to the legal lot owners of the Property for the installation, maintenance and upkeep of improvements for the common good of the property owners herein. The Board may amend said by-laws from time to time with majority vote of said lot owners. The Board shall be

comprised of a minimum of three and a maximum of seven legal lot owners of the Property.

3.5 TAXATION & MAINTENANCE OF COMMON AREA:

- a. Taxation: Any taxes due for the common areas within Suncrest Meadow Phases 1 Cluster Subdivision shall be assessed equally to each property owner. Perorations shall be observed if ownership changes at any time during the tax year.
- b. Maintenance: All responsibilities for the maintenance of and / or costs associated with the maintenance of common amenities associated with or found within the common areas shall be paid for by Association through the means of collection prescribed herein.

**ARTICLE IV – ARCHITECTURAL CONTROL COMMITTEE**

- 4.1 COMMITTEE MEMBERSHIP: The board or its designees will act as the Architectural Control Committee. Action by this committee shall be ratified by at least two members. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor.

**ARTICLE V – RESIDENTIAL AREA COVENANTS**

- 5.1 DWELLING – SIZE QUALITY, EXTERIOR MATERIALS: The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The “ground floor,” as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach side of the lot. All homes shall have a minimum two (2) car garage.

a. Dwelling Size:

One Story Dwellings (Rambler): The required minimum above ground floor finished space shall be 1,400 square feet.

Two Story Dwellings: The required minimum above ground floor finished space shall be 1700 square feet.

Multi-Level Dwellings: The required minimum above ground floor finished space shall be 1800 square feet.

THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO GRANT EXCEPTIONS TO THE ABOVE RESTRICTIONS IN ORDER TO PLACE AN APPROPRIATE HOME ON A SPECIFIC LOT.

DUE TO SLOPE RESTRICTIONS, LOT IRREGULARITY OF FOR ANY OTHER REASON THEY DEEM APPROPRIATE.

- b. Dwelling Quality: All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the city of Kaysville, Davis County, and the state of Utah which may apply, Including without limiting the generality of the foregoing, all zoning and land use ordinances.
- c. Dwelling exterior materials: The dwelling's front exterior shall have one or more large (at least 150 square feet) full front panels (subject to the discretion of the Architectural Control Committee) of brick or rock with the remainder in stucco or comparable product as approved by the Architectural Control Committee. Cedar lapboard or other types of wood siding may be allowed by written approval from the Architectural Control Committee. Any of these exterior material requirements may be waived where the historic style will not permit its use. Vinyl or Aluminum siding shall not be allowed except for the soffit, fascia and/or rain gutter areas.

Each dwelling must have at least a 30-year architectural (laminated) asphalt type shingle. The Architectural Control Committee must approve any other variation from this specification.

If the Architectural Control committee permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Architectural Control Committee. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions.

Roof Pitches: Each home's main roof structure shall have a minimum of a 6/12 pitch.

- 5.2 FENCES WALLS AND HEDGES: All fences or walls should be kept to a minimum to encourage the use of the common areas and aesthetics. The use of hedges are encouraged but are required to be in conformance with the guidelines found in this section as well as any and all landscape requirements found herein. Any fence or wall constructed on any lot shall be approved by the Architectural Control committee and constructed in conformity to the following guidelines:

- a. Material: All allowed fences or walls shall be of brick, stone, wrought iron, rough-sawn cedar, or vinyl. No fence or walls shall be constructed of chain link, wire mesh, slump block (painted or unpainted) or concrete block unless approved in writing by the Architectural Control Committee.



- b. Height: Any fence, wall, hedge, or other similar structure (including without limitation, any "topping" on such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, a fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall.
- c. Location: Unless approved by the Architectural Control Committee, no fence, wall or hedge more than three (3) feet in height as outlined above, shall be erected, placed, altered, or permitted to remain on any lot closer than four (4) feet back on the residential structure on said lots. Where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall be erected no more than four (4) feet back on the residential structure that is furthest from the street. Fences bordering the common areas shall be of the same construction and style as determined by the Architectural control committee. Fences along corner property boundaries shall not be permitted to be up against the sidewalk. Said fences shall be at least 1 foot from the sidewalk and shall be located on the owner's property.

5.3 **DRAINAGE**: Generally, the side and rear property lines are deemed drainage easements, and no lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the lot to and from adjoining land. In the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any lot shall contain "weep holes" or shall be otherwise constructed so as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The owner of the lot shall continuously maintain the sloped areas of each lot and all improvements in them, except for those improvements for which a public authority, utility company or the Association is responsible.

5.4 **USE RESTRICTIONS**: The use of the Lots and common areas in the tract are subject to the following use restrictions:

- a. **Land Use**: Each lot shall be used for private residence purposes only, and no pre-existing structure of any kind shall be moved from any other location and placed upon said lot, nor shall any incomplete building be permitted to remain incomplete for a period of excess of one year from the date the building was started, unless approved by the Architectural Control Committee. No Lot shall be subdivided or partitioned.
- b. **Nuisance**: No Owner or resident, or their family, members, guests or invitees shall create or maintain a nuisance, or if a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which bothers, disturbs or annoys other residents, or interferes with their quiet and

peaceful enjoyment of the neighborhood, or the creation or maintenance of any noxious or offensive condition including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part the property.

- c. Temporary Structures: No Owner or resident shall place upon any part of the Property any temporary structures including but not limited to tents, or sheds, without the prior written consent of the Committee. No structures of temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- d. Out Buildings: It is understood that out-buildings such as swimming pool and dressing facilities may be constructed on any lot as long as they are in conformity with the requirements of this Declaration and are approved by the Architectural Control Committee.
- e. Commercial or Business Use: No commercial trade or business may be conducted in or from any Lot unless: 1) the business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained; and 2) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazard or an offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Committee. The terms "trade or business" shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. The leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this subsection.
- f. Storage and Parking of Vehicles: Motor Vehicles in the Property shall be subject to the parking rules and regulations adopted by the Board, from time to time. No trailers, boats, racks, snowmobiles, motor homes recreational vehicles or any other type of vehicles shall be stored on driveways for more than 45 days. Such vehicles that are properly licensed and in running condition may be stored on side of the lot if properly screened from view. The Architectural Control Committee must approve the acceptability of the screening structure. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or at locations off the Property. 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, Building or parking space, or to create an obstacle or potentially dangerous situation. No resident shall repair or restore any vehicle of any kind in, on or about any of the common areas or Public Rights of Way, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles that 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.

- g. Antennae and Satellite Systems: No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot, unless approved by the Board. New digital satellite style "mini-dishes" or the like may be excluded from this provision. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.
- h. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale; unless otherwise authorized by the Architectural Control committee in writing.
- i. Pets: No pet or animal may be allowed to create a nuisance. The following activities are deemed to be a nuisance: (1) pets outside a Dwelling Unit and not in a fenced yard or in a cage or on a leash and under the control of the pet owner or his designee at all times; and (2) Pets in violation of the rules and regulations. Pets, which constitute a nuisance, in the sole opinion of the Management Committee, must be removed from the Property.

No dog will be allowed to roam unattended in Suncrest Meadows. Dogs shall be kept in the house, a dog run or kennel. All dog runs or kennels should be in the rear yard of the home. At other times, dogs shall be on a leash and under the direct control and supervision of the owner.

- j. Laws: Nothing shall be done or kept in, on or about any Lot or common area, 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.
- k. Damage or Waste: No damage to, or waste of, the common area shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all

loss resulting from any such damage or waste caused by that Owner or an invitee.

- l. Common Area Structural Alterations: No structural alteration to the common area or facilities is allowed without the prior written consent of the Association Board.
- m. Repair of Buildings and Improvements: No building(s) or improvements(s) upon any lot shall be permitted to fall into disrepair. All such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.
- n. Mail Boxes: The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the city as to location.. The Owner is solely responsible to obtain instructions for proper mailbox location from said entities.
- o. Refuse and Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in the sanitary containers provided by the City of Kaysville. All containers or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.
- p. Excavations and Completing Improvements. No excavation shall be made on any lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.
- q. Off-site Improvements: The Property has been developed as a standard subdivision within Kaysville City and all streets, water, land drain (those found within the public rights-of-way), storm drain improvements and rights-of-way will be dedicated to and maintained by Kaysville City. Kaysville City also provides water services and garbage removal.

#### **ARTICLE VI – LANDSCAPING**

- 6.1 LANDSCAPING. The front and side yards (to the back of the house) shall be tastefully landscaped within six months of occupancy. Any trees planted within public rights-of-way shall comply with Kaysville City's Ordinances and Approved Tree Species List (if applicable &/or required All trees, lawns, shrubs or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense. All landscaping shall be maintained, grass mown and kept green, trees/shrubs pruned etc.

**ARTICLE VI – GENERAL PROVISIONS**

- 7.1 ENFORCEMENT: Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 7.2 ATTORNEYS’ FEES. If the Association obtains legal counsel to enforce any of the provisions contained in this Declaration, the Bylaws or the Rules, the Association may assess all reasonable attorney fees, fines, and costs associated with such counsel to the party against whom enforcement is sought, regardless of whether a lawsuit is ultimately initiated or not.
- 7.2 SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.
- 7.3 AMENDMENT: Exceptions to the strict Interpretation of these guidelines that would cause undo hardship serving no public purpose may be appealed to the Board. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least sixty – six percent (66%) of the total votes of all owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be written, signed and recorded against the Lots.

EXECUTED this 17 day of January, 2013.

SUNCREST OWNERS ASSOCIATION, INC.

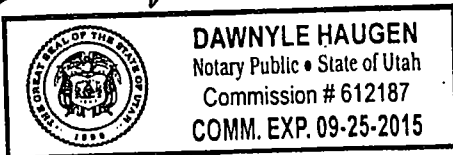
BY: Thora Lisa Jewell

TITLE: Past President

STATE OF UTAH                    )  
  ) SS:  
COUNTY OF DAVIS            )

On the 17 day of January <sup>2013-21</sup> ~~2012~~, personally appeared before me Thora Lisa Jewell <sup>JW</sup> who by me being duly sworn, did say that he/she is the Past President of the Suncrest Owners Association, Inc., and that the foregoing instrument was approved by at least 67% of the Ownership of said Homeowners Association.

Dawnyle Haugen



Notary Public