

**AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
VIEWS AT EAGLEWOOD P.U.D.
A Single Family Planned Unit Development in North
Salt Lake City, Davis County, Utah

AN EXPANDABLE
PLANNED UNIT DEVELOPMENT**

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This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE VIEWS AT EAGLEWOOD VILLAGE P.U.D. (“Declaration”) is made and executed this 20th day of July, 2017 by SCP Eaglewood Village, LLC, a Utah limited liability company. (“Declarant”) and becomes effective when recorded with the Davis County Recorder’s Office.

RECITALS

- A. Capitalized terms in this Declaration are defined in Article I.
- B. Certain real property in North Salt Lake, Davis County, Utah, known as the Views at Eaglewood Village P.U.D. was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions for the Views at Eaglewood Village P.U.D., recorded April 23, 2013, as Entry No. 2735111, BK 5754 PG 408, in the Recorder’s Office for Davis County, Utah (the “Original Declaration”).
- C. The real property situated in North Salt Lake City, Davis County, Utah, described in Exhibits A and B, attached to and incorporated in this Declaration by reference (the “Parcel”), is hereby 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”), to a residential planned unit development consisting of residential Residences and related Common Areas pursuant to Utah Code Ann. § 57-8a-101 et seq. that shall be known as The Views at Eaglewood P.UD. (the “Project”).
- D. On October 19, 2011, the DECLARATION OF HILLSIDE RESTRICTIVE COVENANT was recorded as entry Entry No. 2622175, BK 5382 PG 706, in the Recorder’s Office for Davis County, Utah (the “Original Hillside Declaration”), against certain real property located in North Salt Lake, Davis County, Utah, known as Eaglewood Village (“Lower Property”) and Views at Eaglewood Village P.U.D. (“Upper Property”), and described in these recitals as follows:

LEGAL DESCRIPTION OF THE “UPPER PROPERTY”:

LOT 6, EAGLEWOOD VILLAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER’S OFFICE.

LEGAL DESCRIPTION OF THE “LOWER PROPERTY”:

LOTS 1 THROUGH 5, AND PARCEL “A” AND PARCEL “B”, EAGLEWOOD VILLAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER’S OFFICE.

- E. This Amended and Restated Declaration shall be binding against the Upper Property and any annexation or supplement thereto;

- F. SCP Eaglewood Village, LLC, a Utah limited liability company is the successor declarant and successor manager of the Declaration (“Declarant” “SCP Eaglewood”, or “Successor Declarant”);
- G. Article 2, Section 2.2 of the Original Declaration grants the Declarant or its successors the authority and right to annex and subject to the Declaration all or any portion of the Additional Land without the consent of any Owner or Person;
- H. Section 13.1.3 of the Declaration grants the Declarant or its successors the authority to amend the Declaration unilaterally so long as it owns at least one (1) Lot or portion of Additional Land;
- I. As of the date of recording of this document; the Successor Declarant owns at least one (1) Lot or portion of Additional Land;
- J. An AMENDED AND RESTATED DECLARATION OF HILLSIDE RESTRICTIVE COVENANT (“Hillside Declaration”) has been executed and recorded with the Davis County Recorder’s Office as entry number E 3035038 B 6816 P 45-61 against the property described in Recital D hereto;
- K. By preparing, executing and recording this Declaration and the Hillside Declaration, Successor Declarant generally intends to resolve any ambiguity in the Hillside Declaration, and the covenants, conditions and restrictions for the Upper Property and Lower Property and clearly impose the obligations and covenants of the Hillside maintenance on the governing body of the Upper Property without affecting or amending the covenants and procedures for cost allocation as set forth in the Original Hillside Declaration; and simultaneously remove the aforementioned obligations and covenants from the governing body of the Lower Property, to the extent the same previously existed under the Lower Property CC&Rs and/or the Original Hillside Declaration.
- L. 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, assessments and liens as set forth herein (collectively the “Restrictions”), which shall run with and be a burden upon the Property.
- M. Declarant desires to create an association of homeowners, which entity shall possess the power to maintain and administer the Common Areas, collect and disburse assessments and charges hereinafter provided for, and administer and enforce the provisions of this Declaration.
- N. The Association is not a cooperative.
- O. Declarant intends that the Owners, Occupants, Mortgagees, 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 planned unit ownership for the Property, and for establishing Rules for the use, occupancy, management, and enjoyment thereof.

P. Declarant explicitly reserves for itself the option in the future to expand the Project.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property 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 the Property; they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth in the recitals above.

Declarant hereby annexes all of the Additional Land as defined in the Original Declaration, and subjects such Additional Land to the Governing Documents, this Amended and Restated Declaration, and any future amendments or supplements thereto.

ARTICLE I. DEFINITIONS

1.1. **Act** shall mean and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. **Additional Land** shall mean and refer to any part of the parcel of land more particularly described on Exhibit B attached hereto and incorporated herein by reference, all or a portion of which has been added to the Project in accordance with the provisions outlined in this Declaration.

1.3. **Architectural Review Committee** or **ARC** shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article X.

1.4. **Articles** shall mean and refer to the Articles of Incorporation for the Association, as amended and restated from time to time.

1.5. **Assessments** shall mean any charge imposed or levied by the Association against Owners including but not limited to annual assessments corresponding with the Common Expenses as well as special assessments, individual assessments, late fees, and fines, all as provided in this Declaration.

1.6. **Association** shall mean and refer to the The Views at Eaglewood Homeowners Association, a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association.

1.7. **Board** or **Board of Directors** shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association. The Board is the governing body of the Association.

1.8. **Bylaws** shall mean and refer to the Bylaws of the Association as the same may be amended from time to time.

1.9. **Common Areas** shall mean and refer to that part of the property which is not included with the Lots or public access areas, including, but not limited to roadways. The Common Area shall be owned and managed by the Association for the common use and enjoyment of the Owners.

1.10. **Common Expenses** shall mean (a) all sums lawfully assessed against Owners; (b) expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or its Board of Directors; (e) expenses declared common expenses by the Declaration; and (f) other miscellaneous charges incurred by the Association or the Board pursuant to the Act, this Declaration, the Bylaws, or the Rules.

1.11. **Declarant** shall mean and refer to SCP Eaglewood Village, LLC, a Utah Corporation, and any successor in interest.

1.12. **Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Views at Eaglewood Homeowners Association.

1.13. **Director** shall mean and refer to an individual member of the Board of Directors.

1.14. **Governing Documents** shall mean and refer to the Declaration, Articles of Incorporation, Bylaws, Plat, and any Rules adopted by the Board.

1.15. **Lot** shall mean and refer to each of the individual lots within the Project, as shown on the Plat, with the exception of the Common Areas.

1.16. **Manager** shall mean a person, persons, or entity, if any, selected by the Board to manage the affairs of the Association and Property.

1.17. **Member** shall mean and refer to a Lot Owner.

1.18. **Mortgage** shall mean any and refer to a mortgage, deed of trust, or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.19. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

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

1.21. **Owner** or **Lot Owner** shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.22. **Parcel** shall mean and refer to the real property legally described in Exhibits A and B.

1.23. **Period of Declarant Control** shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (1) the date on which all of the Residences have been conveyed, or (2) the Declarant executes and records a written waiver of its right to control.

1.24. **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 capable of holding title to real property.

1.25. **Plat** shall mean and refer to the official subdivision plats of The Views at Eaglewood Homeowners Association, filed and recorded in the official records of the Davis County Recorder's Office.

1.26. **Project** as hereinbefore defined shall at any point in time mean, refer to the The Views at Eaglewood planned unit development project.

1.27. **Property** as hereinbefore defined shall include the Parcel, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.28. **Residence** shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.29. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.30. **Rules** shall mean and refer to the rules, resolutions, regulations, policies, etc. adopted by the Board.

1.31. **Supplemental Declaration** shall mean and refer to a written instrument recorded in the records of the Davis County Recorder, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

ARTICLE II. PROPERTY DESCRIPTION

2.1. **Submission.** The Declarant hereby confirms that the Parcel described with particularity on Exhibits A and B attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Declarant hereby declares that the Property and all of the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Declarant, the Association, and each Owner, including their respective heirs, successors, and assigns.

2.2. **Name.** The Project, as submitted to the provisions of this Declaration, shall be known as The Views at Eaglewood P.U.D., a planned unit development.

2.3. **Description of Improvements.** The improvements contained in the Project will be located upon the Parcel. Other Lots upon the Additional Land may be added as reserved by the Declarant. There are also Common Areas as further provided herein, along with other improvements detailed on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements on the Project. The Lots, their locations, and approximate dimensions are indicated on the respective Plats.

2.4. **Common Areas.** The Common Areas of the Project shall be as defined in Article I above.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership.** Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot and Residence in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot and Residence to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot and Residence should fail or refuse to transfer the membership registered in his name to the purchaser of his Lot and Residence, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.2. **Voting Rights.** Except as otherwise disallowed in this Declaration or the Bylaws or limited by the Special Declarant Rights reserved by the Declarant, Owners shall be entitled to one (1) vote per Lot owned. Voting is limited to one (1) vote per Lot.

3.3. **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned

unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose other than to determine whether a quorum exists.

3.4. **Record of Ownership** Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance documents (or contract) with the secretary of the Association who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgagee which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as an "Individual Assessment" in accordance with the provisions set forth herein.

3.5. **Reinvestment Fee**. Subject to the terms and conditions of this Section below, the Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

1) Upon the occurrence of any sale, transfer or conveyance (as applicable, a "Transfer") of any Unit, but excluding the initial sale or Transfer by or to Declarant or an affiliate or successor of Declarant, the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board from time to time, provided that in no event shall the Reinvestment Fee exceed the lesser of (i) 0.5% of the value of the applicable Unit, or (ii) the maximum rate permitted by applicable law.

2) Notwithstanding anything to the contrary contained in this Section, the Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below:

a) Any Transfer to (a) the United States or any agency or instrumentality thereof, or (b) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah.

b) Any Transfer to the Association or its successors.

c) Any Transfer, whether outright or in trust, that is for the benefit of the transferor or the transferor's relatives, but only if the consideration for the Transfer is no greater than 10 percent of the value of the Unit transferred.

d) Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution, except for a sale of a site by the estate of an Owner.

e) Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, removing clouds on titles.

f) Any lease of any Unit or portion thereof for a period of less than thirty years.

g) Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.

h) Any Transfer in connection with (a) the foreclosure of a deed of trust or mortgage, or (b) a deed given in lieu of foreclosure.

3) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee.

3.5. **Proxies.** An Owner may give his proxy, either specific or general, to another Owner, a third person, or to a contract purchaser or his Lot to vote on all matters coming before the Association for vote provided the same is in writing, authenticated by witnesses or a notary public, and is presented to those Association officers conducting such vote.

ARTICLE IV. PROPERTY RIGHTS IN COMMON AREAS

4.1. **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Member's Lot.

4.2. **Title to Common Areas.** The Declarant has conveyed title to the Association on various Common Areas; however, neither this conveyance nor any other provision of the Declaration shall be construed to create a contractual relationship between the Association and Declarant.

4.3. **Limitation on Easement.** A Member's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:

1) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

2) The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities situated upon the Common Areas.

3) The right of Davis County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;

4) The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rule;

5) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the Lot Owners.

4.4. **Delegation of Use.** Any Owner may delegate his right of use and enjoyment to the Common Areas to family members, tenants, or contract purchasers who reside on the Property. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner, as described in above Section.

4.5. **Compliance with Restrictions and Rules.** Each Owner and Occupant shall comply with the Restrictions imposed by this Declaration. Further, each Owner and Occupant shall fully and faithfully comply with the Rules.

ARTICLE V. ASSESSMENTS

5.1. **Covenant to Pay Assessments.** Each Owner of any Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Association to pay to the Association all Assessments, including by illustration but not limitation all Annual, Special, or Individual Assessments described below, and other fees, charges, levies, and fines as provided in the Governing Documents.

5.2. **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration, the Bylaws, or its Articles of Incorporation.

5.3. **Declarant's Covenant for Assessments.** Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay Assessments on any Lot and

Residences owned by it until such time as: (1) certificates of permanent occupancy are issued and the Lots and Residences are sold or rented; or (2) Declarant elects in writing to pay the Assessments, whichever first occurs.

5.4. **Basis for Assessments.** The total annual Assessments against all Lots shall be based upon advance estimates of cash requirements by the Board to provide for the payment of each Owner's share of the Common Expenses and all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, among other things, is expenses of management; grounds maintenance; taxes and special assessments levied by governmental authorities; premiums for all insurance which the Association is required or permitted to maintain; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Board for the benefit of the Owners under or by reason of this Declaration. Owners acknowledge the above list of expenses is exemplary and the Association may, or may not, provide service for each previously listed expense.

5.5. **Annual Assessments.** Annual Assessments shall be made on a calendar year basis. The Board shall give written notice of each Annual Assessment not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the amount.

5.6. **Special Assessments.** In addition to the Annual Assessments, the Board may levy in any calendar year a Special Assessment up to one-thousand dollars (\$1,000), payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Property or Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Additional Special Assessments over one-thousand dollars (\$1,000) in a calendar year may be levied if assented to by a majority of the Members present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

5.7. **Individual Assessments.** In addition to Annual and Special Assessments authorized pursuant to the Sections above, the Board may levy at any time Individual Assessments: (a) on each Lot specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or Occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed or enforcement action taken pursuant to the provisions of the Governing Documents to bring a Lot and/or its Residence into compliance.

The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Lot Owner's or Occupants' negligence.

5.8. **Uniform Rate of Assessment.** Except for Individual Assessments provided in the Sections above, Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

5.9. **Personal Obligation and Lien.** All Assessments, together with any interest, late fees, collection costs, and attorneys' fees if collection efforts become necessary shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

5.10. **Certificate Regarding Payment.** Upon the request of any Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee of up to twenty-five dollars (\$25) or an amount greater if so provided in the Act.

5.11. **Default in Payment of Assessment; Enforcement of Lien.** Assessments not paid within thirty (30) days of the due date thereof shall be deemed delinquent and subject to interest at the rate of eighteen percent (18%) per annum. In addition to the interest charge, a late fee may be imposed by the Board in an amount established through Rules. If an Assessment or other charge levied under this Declaration becomes delinquent, the Association may exercise any or all of the following remedies:

- 1) The Association may suspend such Owners voting rights.
- 2) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. At any time, any Assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any Manager,

may file a notice of lien in the deed records of Davis County, Utah against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except a lien or encumbrance recorded before the Original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

3) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against the Lot Owner without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

4) If the delinquent Owner is leasing his Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

5) The Association may terminate utilities paid out of the Common Expense and the right to use the Common Areas.

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

7) The Association shall have any other remedy available to it by law or in equity.

8) The Owners hereby convey and warrant pursuant to Utah Code Ann. Sections 57-1-20 and 57-8a-302 to the Association's attorney of record, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of Assessments under the terms of the Declaration;

5.12. **Reserve Account.** The Association shall establish a reserve account to fund long-term maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board shall follow any statutory requirement to conduct a reserve analysis and use such reserve analysis in making budget decision for the funding of a Reserve Account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional

misconduct is proven in a court of law. Notwithstanding the foregoing, such duty and obligation shall not apply to the Association during the Period of Declarant Control.

5.13. **Reimbursement of Tax Collection by County Authorized.** It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Davis County, to the extent taxes are required on such Common Areas. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Davis County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion and said share with the tax levied on each Lot.

ARTICLE VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. **Organization of Association.** The Association shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board of Directors.

6.2. **Legal Organization.** The Association is a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board of Directors, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

6.3. **General Powers and Obligations.** The Association shall have, exercise and perform all of the following powers, duties, and obligations:

- 1) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles of Incorporation;
- 2) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;
- 3) The powers, duties, and obligations of a homeowners association pursuant to the Utah Community Association Act, or any successor thereto;
- 4) The powers, duties, and obligations not reserved specifically to the Lot Owners; and

5) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

6.4. **Specific Powers and Duties.** The powers and duties of the Association shall include, without limitation, the following:

1) **Maintenance and Services.** The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.

2) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

3) **Rulemaking.** The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Property as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Property.

4) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article V of this Declaration.

5) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association.

6) **Title to Common Areas.** The Association shall hold title to all Common Areas conveyed to it by its developer and pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

7) **Employment of Agents, Advisers, and Contractors.** The Association, through its Board, may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Property.

8) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other Common Law or statutory right which the Association is granted. The Association shall not commence any litigation without prior approval of the majority of the Members if assented to by a majority of the Members present in person or by proxy at a meeting duly called for such purpose, if the litigation shall exceed the cost of five thousand dollars (\$5,000.00) either in attorney fee expenses or in costs (including any expert reports). During the Period of Declarant Control, no litigation shall be approved without the authorization of the Declarant.

6.5. **Liability.** A member of the Board or an officer of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness. In the event any Board member or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board member or officer is found by a court of law to have acted recklessly, wilfully, or intentionally in carrying out his/her duties.

6.6. **Board of Directors.** The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Owners, the Board of Directors shall act in all instances on behalf of the Association. With respect to any amendment to the Hillside Declaration, the Board shall not be obligated to obtain approval from the general ownership. Without limiting the generality of the foregoing, the Board may appoint one or more "Committees", and such Committees (which may consist of one or more members, as determined by the Board) shall have such authority and duties as may be determined from time to time by the Board relating to the budgeting, operation, financial management and administration of the Project (collectively, the "Delegated Duties"). While any Committee established by the Board shall report to the Board regularly regarding its activities, the Board may by express directive relinquish and transfer all authority and responsibility with respect to such Delegated Duties to an applicable Committee.

6.7. **Proceedings.** The Association, acting through the Board, shall have the power and the duty to reasonably defend the Association (and, in connection therewith, to raise counterclaims) in any pending or potential lawsuit, arbitration, mediation or governmental proceeding (collectively hereinafter referred to as a "Proceeding"). The Association, acting through the Board, shall have the power, but not the duty, to reasonably institute, prosecute, maintain and/or intervene in a Proceeding, in its own name, but only on matters affecting or pertaining to this Declaration as as to which the Association is a proper party in interest, and any exercise of such power shall be subject to full compliance with the following provisions:

1) Any Proceeding commenced by the Association: (1) to enforce the payment of an assessment or an assessment lien or other lien against an Owner as provided for in this Declaration, or (2) to otherwise enforce compliance with the Declaration, Bylaws, or Rules of the Association, or to obtain other relief from, any Owner who has violated any provision thereof, or (3) against a supplier, vendor, contractor or provider of services, pursuant to a

contract or purchase order with the Association, and in the ordinary course of business, or (4) for money damages wherein the total amount in controversy for all matters arising in connection with the action is not likely to exceed Ten Thousand Dollars (\$10,000.00) in the aggregate, shall be referred to herein as an "Operational Proceeding". The Board from time to time may cause an Operational Proceeding to be reasonably commenced and prosecuted, without the need for further authorization.

2) Any and all pending or potential Proceedings other than Operational Proceedings shall be referred to herein as "Non-Operational Controversy" or "Non-Operational Controversies". To protect the Association and the Owners from being subjected to potentially costly or prolonged Non-Operational Controversies without full disclosure, analysis and consent; to protect the Board and individual members of the Board or its appointed officers and agents from any charges of negligence, breach of fiduciary duty, conflict of interest or acting in excess of their authority or in a manner not in the best interests of the Association and the Owners; and to ensure voluntary and well-informed consent and clear and express authorization by the Owners, strict compliance with all of the following provisions of this Section shall be mandatory with regard to any and all Non-Operational Controversies commenced, instituted or maintained by the Board:

(a) The Board shall first endeavor to resolve any Non-Operational Controversy by good faith negotiations with the adverse party or parties. The good faith negotiations shall include a written notice that shall include an explanation of the nature of the claim, a specific breakdown and calculation of any alleged damages, a specific description of the claim along with any supporting evidence upon which the claim is based, photographs of any alleged condition, if applicable, and one hundred eighty (180) days to cure or resolve the claim. In the event that such good faith negotiations fail to reasonably resolve the Non-Operational Controversy, the Board shall endeavor in good faith to resolve such Non-Operational Controversy by mediation, provided that the Board shall not incur liability for or spend more than Five Thousand Dollars (\$5,000.00) in connection therewith (provided that, if more than said sum is reasonably required in connection with such mediation, then the Board shall be required first to reasonably seek approval of two-thirds (2/3) of the voting power of the Members for such additional amount for mediation before proceeding to either arbitration or litigation). In the event that the adverse party or parties refuse mediation, or if such good faith mediation still fails to reasonably resolve the Non-Operational Controversy, the Board shall not be authorized to commence, institute or maintain any arbitration or litigation of such Non-Operational Controversy until the Board has fully complied with the following procedures:

(i) The Board shall first investigate the legal merit, feasibility and expense of prosecuting the Non-Operational Controversy, by obtaining the written opinion of a licensed Utah attorney, expressly stating that such attorney has reviewed the underlying facts and data in sufficient, verifiable detail to render the opinion, and expressly opining that the Association has a substantial likelihood of prevailing on the merits with regard to the Non-

Operational Controversy, without substantial likelihood of incurring any material liability with respect to any counterclaim which may be asserted against the Association. The Board shall be authorized to spend up to an aggregate of Five Thousand Dollars (\$5,000.00) to obtain such legal opinion, including all amounts paid to said attorney therefor, and all amounts paid to any consultants, contractors and/or experts preparing or processing reports and/or information in connection therewith. The Board may increase said \$5,000.00 limit, with the express consent of two-thirds (2/3) of all of the Members of the Association, at a special meeting called for such purpose.

(ii) Said attorney opinion letter shall also contain the attorney's best good faith estimate of the aggregate maximum "not-to-exceed" amount of legal fees and costs, including, without limitation, court costs, costs of investigation and all further reports or studies, costs of court reporters and transcripts, and costs of expert witnesses and forensic specialists (all collectively, "Quoted Litigation Costs") which are reasonably expected to be incurred for prosecution to completion (including appeal) of the Non-Operational Controversy. Said opinion letter shall also include a draft of any proposed fee agreement with such attorney. If the attorney's proposed fee arrangement is contingent, the Board shall nevertheless obtain the Quoted Litigation Costs with respect to all costs other than legal fees, and shall also obtain a written draft of the attorney's proposed contingent fee agreement. (Such written legal opinion, including the Quoted Litigation Costs, and also including any proposed fee agreement, contingent or non-contingent, are collectively referred to herein as the "Attorney Letter").

(iii) Upon receipt and review of the Attorney Letter, if two-thirds (2/3) or more of the Board affirmatively vote to proceed with the institution or prosecution of, and/or intervention in, the Non-Operational Controversy, the Board thereupon shall duly notice and call a special meeting of the Members. The written notice to each Member of the Association shall include a copy of the Attorney Letter, including the Quoted Litigation Costs and any proposed fee agreement, contingent or non-contingent, together with a written report ("Special Assessment Report") prepared by the Board: (1) itemizing the amount necessary to be assessed to each Member ("Special Litigation Assessment"), on a monthly basis, to fund the Quoted Litigation Costs, and (2) Specifying the probable duration and aggregate amount of such Special Litigation Assessment. At said special meeting, following review of the Attorney Letter, Quoted Litigation Costs and the Special Assessment Report, and full and frank discussion thereof, including balancing the desirability of instituting, prosecuting and/or intervening in the Non-Operational Controversy against the desirability of accepting any settlement proposals from the adversary party or parties, the Board shall call for a vote of the Members, whereupon: (a) if less than two-thirds (2/3) of the total voting power of the Association votes in favor of pursuing such

Non-Operational Controversy and levying the Special Litigation Assessment, then the Non-Operational Controversy shall not be pursued further, but (b) if two-thirds (2/3) of the total voting power of the Association affirmatively vote in favor of pursuing such Non-Operational Controversy, and in favor of levying a Special Litigation Assessment on the Members in the amounts and for the duration set forth in the Special Assessment Report, then the Board shall be authorized to proceed to institute, prosecute and/or intervene in the Non-Operational Controversy. In such event, the Board shall engage the attorney who gave the opinion and quote set forth in the Attorney Letter, which engagement shall be expressly subject to the Attorney Letter. The terms of such engagement shall require that said attorney shall be responsible for all attorneys' fees and costs and expenses whatsoever in excess of one hundred twenty percent (120%) of the Quoted Litigation Costs, and that said attorney shall provide, and the Board shall distribute to the Members, not less frequently than quarterly, a written update of the progress and current status of, and the attorney's considered prognosis for, the Non-Operational Controversy, including any offers of settlement and/or settlement prospects, together with an itemized summary of attorneys' fees and costs incurred to date in connection therewith.

(iv) In the event of any bona fide settlement offer from the adverse party or parties in the Non-Operational Controversy, if the Association's attorney advises the Board that acceptance of the settlement offer would be reasonable under the circumstances, or would be in the best interests of the Association, or that said attorney no longer believes that the Association is assured of a substantial likelihood of prevailing on the merits without prospect of material liability on any counterclaim, then the Board shall have the authority to accept such settlement offer. In all other cases, the Board shall submit any settlement offer to the Owners, who shall have the right to accept any such settlement offer upon a majority vote of all of the Members of the Association.

3) In no event shall any Association working capital fund be used as the source of funds to institute, prosecute, maintain and/or intervene in any Proceeding (including, but not limited to, any Non-Operational Controversy).

4) Any post-turnover litigation involving the Association (as Plaintiff) and the Declarant shall strictly comply with each of the provisions of this Section. The parties hereby covenant, stipulate, and agree that in the event the Association fails to satisfy the prerequisites set forth herein, the Association will indemnify, defend, hold harmless, and exculpate Declarant to the fullest extent permissible by law, and Declarant shall be entitled to recover any and all attorneys fees and costs expended as a result of enforcing this provision 6.5., which fees and costs may include, without limitation, pre-litigation attorneys fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. The parties further covenant, stipulate, and

agree that failure to comply with this Section herein will result in damages to Declarant including, without limitation, reputational harm, and may result in damages to Declarant including lost revenues, and loss of business and sales opportunities.

5) Any provision in this Declaration notwithstanding: (1) other than as set forth in this Section, the Association shall have no power whatsoever to institute, prosecute, maintain or intervene in any Proceeding, (2) any institution, prosecution or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section, shall be unauthorized and *ultra vires* (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any member of the Board who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution or maintenance of, or intervention in, the Proceeding; and (3) this Section may not be amended or deleted at any time without the express prior written approval of both: (a) Members representing not less than sixty-seven percent (67%) of the total voting power of the Association, and (b) not less than seventy-five percent (75%) of the total voting power of the Board; and any purported amendment or deletion of this Section or any portion hereof, without both of such express prior written approvals shall be void.

ARTICLE VII. MAINTENANCE

7.1. **Maintenance.** The Association shall maintain, repair, and replace all Common Areas. The Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Lot, Residence, or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

7.2 **Improvements and Maintenance of Hillside.** Located within and adjacent to the Property, and more accurately described in Exhibit C, is a certain visible, steep hillside (the "Hillside"). The Hillside divides the upper portion of Eaglewood Village (a residential project) from the lower portion of Eaglewood Village (a mixed-use commercial and residential project). Pursuant to this Amendment and consistent with the Hillside Declaration and amendments thereto, the Association shall hereafter supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Hillside (the "Hillside Maintenance") pursuant to the provisions of the Hillside Declaration. The Hillside Declaration sets forth with respect to the Property (i) additional procedures, requirements and responsibilities of the Association, and (ii) the pro rata payment, allocation and/or reimbursement of expenses and improvements. The Hillside Maintenance expenses allocable to the Owners of the Upper Property pursuant to the Hillside Declaration shall be deemed a "Common Expense" under this Declaration and shall be subject to the covenants set forth in Article 7 of the Declaration.

7.3. **Services.** The Association shall provide or contract for such services as the Board of Directors may reasonably deem to be of benefit to the Property, including, without limitation, garbage/trash removal services for all Residences.

7.4. **Residence and Lot Maintenance.** Each Owner shall have the obligation to maintain, repair, and replace the Lot and every improvement thereupon including without limitation the Residence.

7.5. **Owner Maintenance Neglect.** The Association shall have the power and authority without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon (including a Residence); but only if the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein.

The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoy any breach or threatened breach of this Declaration or any Rules promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such Rules.

7.6. **Maintenance Caused by Owner Negligence.** In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment (as set forth above) to which such Lot is subject.

ARTICLE VIII. INSURANCE

8.1. **Insurance.** The Board of Directors shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense. The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

8.2. **Types of Insurance Maintained by the Association.** To the extent reasonably available, the Association shall obtain the following insurance coverage:

- 1) Public liability for the Common Areas for at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage, bodily injury, or death;
- 2) Property, fire, and extended hazard for all Common Areas, if available and advisable;

- 3) Directors and officers for at least \$1,000,000.00;
- 4) Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.
- 5) Worker's Compensation Insurance for all employees of the Association to the extent that such insurance is required by law and as the Board of Directors deems appropriate.

8.3. **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.

8.4. **Named Insured.** The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

8.5 **Premium as Common Expense.** The premiums for the Association's insurance policy shall be a Common Expense.

8.6 **Insurance by Owner.** Each Owner shall insure their Lot, Residence, any and all Lot improvements, and personal property.

8.7 **Payment of Deductible.** The deductible on a claim made against an Association policy shall be paid for by the party:

- 1) Who would be liable for the loss, damage, claim or repair in the absence of insurance; or
- 2) From whose Lot the cause originates.

If there are multiple responsible parties, the loss shall be allocated equally amongst the parties. If a loss is caused by an Act of God, nature, or risk or peril beyond the control of the parties, then any Owner benefiting from the coverage shall be responsible for the deductible. Deductibles shall be determined by the Board. If the Board changes the deductible amount, 60 days' notice will be given to the Owners. Owners found to be responsible for the deductible, shall be so despite inadequate personal insurance. If the Board finds an Owner to be responsible for the deductible, it shall be an Individual Assessment.

ARTICLE IX. USE RESTRICTIONS

9.1. **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Residences.

9.2. **Use of Lots and Residences.** All Lots are intended to be improved with Residences and are restricted to such use. Except as may be approved to the contrary, each Residence shall be used only as a single-family residence. No gainful occupation, profession, trade, or other nonresidential use shall be conducted on any Lot or Residence without the prior written consent of the Board and applicable governmental entities. However, the Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that only normal residential activities would be observable outside of the Residence and that the activities would not be in violation of applicable local ordinances. No Lot or Residence shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Residence, so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in an increase in the cost of any insurance covering the Common Areas.

9.3. **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon any Lot, Residence, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Residences, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot 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 Residence which shall cause the improvements within the Development 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.

9.4. **Recreational Vehicles.** No boats, trailers, motorhomes, large trucks, commercial vehicles, or the like belonging to Owners or other residents of the Property shall be parked within the Development, not to exceed forty-eight (48) hours. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot, Private Street or other Common Areas, except for emergency repairs to vehicles. Any motor recreational vehicle must be kept in an enclosed garage.

9.5. **Pets.** No animals shall be kept in the Project except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept. No pets shall be permitted to run loose upon the Common Areas. In addition to the restrictions set forth in this Section, the Board shall be authorized to adopt and implement reasonable Rules pertaining to pets and animals.

If a pet owner violates any pet rules and regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner or Occupant remove the pet from the premises.

9.6. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Residence or appurtenant structures.

9.7. **Nuisances**. No resident 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. A nuisance includes but is not limited to the following:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;
- 2) The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;
- 4) The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- 5) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;
- 6) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;
- 7) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invites;
- 8) Too much noise in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m., or use of outside speakers or amplifiers;
- 9) Too much traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;
- 10) Allowing a pet to be unleashed while outside of the Residence or fenced backyard;
- 11) Continuous barking, meowing, or other animal noises;

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

9.8. **Signs.** No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except such signs as may be required by legal proceedings, or a "For Sale" or "For Rent" sign, to the extent permitted, and in conformance with the Rules promulgated by the Board.

9.9. **Trash Containers and Collection.** All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from the street view except to make them available for collection and then only for the shortest time necessary to effect such collection. The Association shall provide garbage cans and waste removal services.

9.10. **Parking.** Only temporary guest and visitor parking is allowed on roadways or streets within the Project boundaries. This prohibition on parking on roadways and streets is for all vehicles, including but not limited to, automobiles, trucks, buses, tractors, camping vehicles, boats, bus trailers, snowmobiles, mobile homes, two, three or four wheeled motor vehicles, or other wheeled vehicles. Furthermore, the Board of Directors is authorized to adopt and implement reasonable Rules pertaining to parking within the Project boundaries. The Board of Directors may hire at their discretion a third party parking enforcement company to enforce any Rules.

9.11. **No Patio / Deck Storage.** No observable outdoor storage of any kind shall be permitted on patios, front yards, porches, etc., except for patio furniture and portable barbecue grills in good condition which may be maintained on backyard patios. Said patio furniture shall conform with standards set by the Architectural Committee.

9.12. **Window Coverings.** Every Owner of a Residence shall be obligated to ensure that window coverings are installed within the Residence within one month of purchasing or taking possession of the Residence. Furthermore, the Board of Directors is authorized to adopt and implement reasonable Rules pertaining to the type, color, material, etc. of window coverings. Under no circumstances shall any cardboard or tinfoil be used as window coverings in the Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

9.13 **Aerials, Antennas, and Satellite Dishes.** Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Lot. The Association may create policies to create a hierarchy of preferred installation locations to protect the aesthetics of the Project. The hierarchy of preferred installation locations may not interference with reception.

9.14 **Timeshares.** Timeshares and time-sharing of Living Units within the Project is prohibited, and under no circumstances shall any Residence be owned or used for time sharing, including but limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(17), as amended.

9.15 **Utility Service.** All lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television and radio signals, shall

be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Board.

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

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

9.18 **Front Porches.** Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture made of wood or metal on the front porch, unless prohibited by rule. Plastic, vinyl, or indoor furniture may not be kept on the front porch. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the theme of the community to be removed from the front porch. Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

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

ARTICLE X. ARCHITECTURAL CONTROLS

10.1. **Architectural Control Committee.** The Board may appoint a three (3) member Architectural Control Committee, the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and structures (herein the "Committee"). The Committee need not be composed of Owners. If such a Committee is not appointed, the Board shall perform the duties required of the Committee.

10.2. **Architectural Controls.** To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and designs shall be limited to those approved by the Committee. In the event of any reconstruction of a Residence or improvement due to a casualty, the design, quality, and appearance of the reconstructed Residence or improvement shall be substantially the same as the structure initially built, unless otherwise approved by the Committee. No landscaping, grading, excavation, building, fence, wall, Residence,

or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade within the Project, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from North Salt Lake City.

No construction, reconstruction or modification of a Residence, improvement or landscaping may commence without approval by the Committee of the working drawings including, but not limited to, the following:

- 1) Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property line and street fronts and elevations of floors from a designated point on the street.
- 2) Detailed floor plans showing dimensions and measurements.
- 3) Detailed elevations, indicating all materials and colors and showing existing and finished grades.
- 4) Detailed sections, cross and longitudinal.
- 5) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations upon compliance with the Design Guidelines, any other design guidelines adopted by the Association, and other provisions found within the Project Plan.

10.3. **Declarant's Exemption.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Lots and Residences, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant and/or other persons engaged in the construction of residences within the Project so long as the location of such model homes and the opening and closing hours are approved by the Committee, and the construction, operation and maintenance of such model homes otherwise complies with all of the provisions of this Declaration. Any homes constructed as model homes shall cease to be used as model homes at any time the Owner thereof is not actively engaged

in the construction and sale of Residences within the Project, and no home shall be used as a model home for the sale of homes not located within the Project.

10.4. **Liability for Damages.** The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article X.

ARTICLE XI. ENFORCEMENT

The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws and the Rules and any respective amendments thereto. The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorneys' fees. Notwithstanding the provisions of this Section, this Section shall not apply to any Non-Operational Controversy, as parties to any Non-Operational Controversy shall bear their own attorney fees and costs.

ARTICLE XII. SPECIAL DECLARANT RIGHTS

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

- 1) Any improvements shown on the Plat;
- 2) Any Lots and corresponding Residences upon all or any portion of the Additional Land, and subject to the requirements as set forth herein, the addition of the same to the Project; and
- 3) Any other buildings, structures, or improvements that Declarant desires to construct on the Parcel, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

12.2 **Annexation.** The Declarant hereby annexes all of the Additional Land as defined in the Original Declaration, and subjects such Additional Land to the Governing Documents, this Amended and Restated Declaration, and any future amendments or supplements thereto.

12.3 **Other Special Declarant Rights.** Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and the Governing Documents 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 Residences, and signs advertising the Project or any Residence at any location in the Project;

- 2) the right to use easements through the Common Areas as set forth in this Declaration;
- 3) the exclusive right to appoint or remove members of the Board during the Period of Declarant Control;
- 4) unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.
- 5) the right to exert any right allowed to the Board or the Association pursuant to the Act and this Declaration.

12.4. **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 excise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Property, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Property. 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 the Association or any of the Owners.

12.5. **Interference with Special Declarant Rights.** Neither the Association nor any 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.

12.6. **Limitation on Improvements by Association.** Until such time as the earlier of the following events occur: (a) termination of the Period of Declarant Control, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally constructed or created by Declarant.

12.7. **Transfer of Special Declarant Rights.** The Declarant may transfer, convey, or assign its rights created or reserved under this Declaration to any Person. Such transfer, conveyance, or assignment shall be effective upon recording in the office of the Davis County Recorder.

12.8. **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 Residence prior to the contracting for the conveyance of the Residence to a purchaser.

12.9. **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 or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

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

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

4) The reservation to the Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities

5) 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, including easements in the areas designated as "open space" 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 Lot or Lots 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.

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

ARTICLE XIII. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything contrary contained herein, the following provisions apply:

13.1. **Title in Mortgagee.** Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for Assessments levied while it holds title to the Lot.

13.2. **Notice of Default by Lot Owner.** In the event an Owner neglects for a period of sixty (60) days or more to cure any failure on his part to perform his obligations under this Declaration or other Governing Documents, the Association, upon written request from the Mortgagee, shall give written notice of such fact to the Mortgagee covering such Owner's Lot.

13.3. **Abandonment, Termination, Etc.** Unless all of the holders of first Mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission, or otherwise to abandon or terminate the Project.

13.4. **No Priority.** No provision herein is intended, nor shall it be construed, to give any Lot Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

ARTICLE XIV. RIGHT OF ENTRY

The Association acting through the Board or its duly authorized agent shall have the right at all times upon reasonable notice of at least 48 hours to enter upon or into any Lot or Residence, 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 or correct any violation of any of the Declaration or Rules, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such Assessment to be secured by a lien provided in Article V. Notice shall not be necessary in case of an emergency originating in or threatening such Residence or any other part of the Project, including the sound or sight of running water in a Residence, the smell or sight of smoke in a Residence, abnormal or excessive noises; and foul smell. Owners shall also maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have. Owners shall be responsible for any costs incurred by the Association as a result of entering upon a Lot or into a Residence under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

ARTICLE XV. AMENDMENTS

General Amendment Requirements.

1) **Amendments by Declarant.** Until after the termination of the Period of Declarant Control, the Declaration and the Plat may be amended by the Declarant without any additional approval required. In addition, during the Period of Declarant Control no other amendment shall be valid or enforceable without the Declarant's prior written consent.

2) **Amendments by Association.** After termination of the Period of Declarant Control, amendments to this Declaration shall be proposed by either a majority of the Board or by Owners holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Except as otherwise provided herein, this Declaration may only be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the recorder of Davis County, State of Utah. In such instrument the Board shall certify that the vote required by this Article for amendment has occurred. If a Lot is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Lot under this Article. If a Lot is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Article. No acknowledgment of any signature shall be required.

ARTICLE XVI. MISCELLANEOUS

16.1. **Notices.** Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no mailing address has been provided, the Lot owned by said Owner shall be used for notice purposes.

16.2. **Consent in Lieu of Voting.** In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in the Association. The following additional provisions shall govern any application of this Section:

1) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

2) The total number of votes required for authorization or approval under this Section shall be determined as of the date on which the last consent is signed.

3) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

16.3. **Dissolution.** Subject to the restrictions set forth in Article XIII of this Declaration pertaining to Mortgagee protection, the Association may be dissolved by the affirmative assent in writing from 90% of the Lot Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in Article V of this Declaration.

16.4. **Interpretation 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 constructed. 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.

16.5. **Covenants to Run with Land.** This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common 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 Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

16.6. **No Waiver.** Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

16.7. **Security.** The Declarant or Association shall in no way be considered an insurer or guarantor of security within or relating to the Property, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owner or Occupant agree by purchasing a Lot in this Association that Association, Declarant, and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, DECLARANT, AND THE BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

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

[Certification on Next Page]

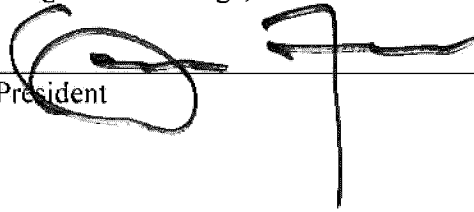
CERTIFICATION

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized president and secretary.

IN WITNESS WHEREOF, this amendment is hereby executed this 6th day of July, 2017.

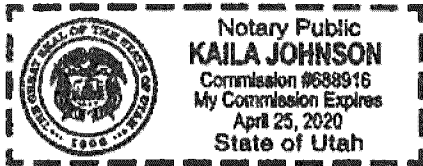
SCP Eaglewood Village, LLC

By _____
Its: President



State of Utah)
 ss.
County of DAVIS)

On the ²⁰¹⁷ 6th day of July, 2017, personally appeared before me Owen Fisher who by me being duly sworn, did say that he is the president of The Views at Eaglewood Homeowners Association, and that the foregoing instrument is signed and executed by authority of the consent of its members.



Notary Public Kaila Johnson
Residing in Davis County, Utah

My commission expires: 4.25.20

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL PARCEL

A PARCEL OF LAND SITUATED IN THE WEST HALF OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN NORTH SALT LAKE CITY, COUNTY OF DAVIS, STATE OF UTAH, SAID PARCEL BEING A PORTION OF LOT 6, EAGLEWOOD VILLAGE SUBDIVISION, RECORDED AS ENTRY NO.: 2622173 IN BOOK 5382. PAGE 659 OF PLATS ON FILE WITH THE DAVIS COUNTY RECORDERS OFFICE. SAID PORTION OF LOT 6 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID CORNER BEING NORTH 00°7' 13" WEST, ALONG THE SECTION LINE, A DISTANCE OF 881.98 FEET, AND EAST, A DISTANCE OF 1154.30 FEET, FROM THE WEST QUARTER CORNER OF SAID SECTION 12: AND RUNNING THENCE SOUTH 59°14' 41" EAST. ALONG THE SOUTHERLY LINE OF EAST EAGLE RIDGE DRIVE. A DISTANCE OF 77.74 FEET TO THE BEGINNING OF A CURVE: THENCE ALONG THE ARC-OF SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34° 48' 40". A DISTANCE OF 257.61 FEET. HAVING A RADIUS OF 424.00 FEET. AND WHOSE LONG CHORD BEARS SOUTH 41°50' 21" EAST, A DISTANCE OF 253.66 FEET TO THE BEGINNING OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 84°50' 54", A DISTANCE OF 29.62 FEET, HAVING A RADIUS OF 20.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17°59' 26" WEST, A DISTANCE OF 26.98 FEET, TO THE NORTH LINE OF EAGLE PASS STREET; THENCE SOUTH 60°24' 53" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 141.72 FEET, TO THE WEST LINE THEREOF; THENCE SOUTH 29°35' 07" EAST, ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO, TO THE SOUTH LINE OF SAID STREET: THENCE SOUTH 60°24' 53" WEST. ALONG SAID SOUTH LINE, A DISTANCE OF 15.00 FEET. TO THE NORTHWEST CORNER OF LOT 5, EAGLEPOINTE ESTATES PHASE 1 SUBDIVISION. RECORDED IN BOOK 3187. AT PAGE 301 OF PLATS: THENCE SOUTH 01°52' 57" EAST. ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 250.43 FEET; THENCE SOUTH 11°55' 35" WEST, A DISTANCE OF 213.60 FEET; THENCE SOUTH 16°58' 10" EAST, A DISTANCE OF 437.39 FEET; THENCE NORTH 76° 19' 21" EAST, ALONG THE SOUTHERLY LINE OF LOT 163, EAGLEPOINTE ESTATES PHASE 1 SUBDIVISION, RECORDED IN BOOK 528, AT PAGE 465 OF PLATS, A DISTANCE OF 121.0671 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE (NOTE: PREVIOUS BEARING ALSO ALONG A RADIAL LINE OF THE FOLLOWING CURVE); THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 05°39' 52". A DISTANCE OF 105.49 FEET. HAVING A RADIUS OF 1067.00 FEET. AND WHOSE LONG CHORD BEARS SOUTH 10°49' 37" EAST. A DISTANCE OF 105.44 FEET TO A POINT OF INTERSECTION WITH A RADIAL LINE; THENCE SOUTH 82°00' 19" WEST. ALONG THE NORTHERLY LINE OF LOT 161, OF SAID EAGLEPOINTE ESTATES PHASE 1 SUBDIVISION, A DISTANCE OF 120.85 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 10°57' 41" WEST, A DISTANCE OF 26.74 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE: THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 15°25' 09", A DISTANCE OF 85.31 FEET, HAVING A RADIUS OF 317.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 71° 19' 37" WEST. A DISTANCE OF 85.05 FEET: THENCE SOUTH 79°02' 11" WEST. A DISTANCE OF 12.12 FEET TO THE BEGINNING OF A CURVE: THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH 58° 28' 25". A DISTANCE OF 26.53 FEET. HAVING A RADIUS OF 26.00FEET, AND WHOSE LONG CHORD BEARS SOUTH 22° 00' 14" WEST, A DISTANCE OF 25.40 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 0032' 56", A DISTANCE OF 5.69 FEET, HAVING A RADIUS OF 594.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 06° 57' 30" EAST, A DISTANCE OF 5.69 FEET TO A POINT OF INTERSECTION WITH A TANGENTIAL LINE: THENCE SOUTH 83° 18' 58" WEST. FOR A DISTANCE OF 31.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE: THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 94° 14' 53", A DISTANCE OF 37.83 FEET, HAVING A RADIUS OF 23.00 FEET. AND WHOSE LONG CHORD BEARS NORTH 53° 48' 29" WEST, A DISTANCE OF 33.71 FEET TO A POINT OF INTERSECTION WITH A NONTANGENTIAL LINE; THENCE NORTH 10° 55' 55" WEST, A DISTANCE OF 31.00.FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH 65° 48' 57", A DISTANCE OF 29.87 FEET, HAVING A RADIUS OF 26.00 FEET. ANO WHOSE LONG CHORD BEARS NORTH 46° 09' 37" EAST, A DISTANCE OF 28.25 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 06° 56' 23", A DISTANCE OF 68.19 FEET, HAVING A RADIUS OF 563.00 FEET, ANO WHOSE LONG CHORD BEARS NORTH 17° 23' 24" WEST, A DISTANCE OF 68.15 FEET TO A POINT OF INTERSECTION WITH A RADIAL LINE; THENCE SOUTH 69° 08' 25" WEST, A DISTANCE OF 49.56 FEET: THENCE SOUTH 73° 54' 02" WEST. A DISTANCE OF 119.36 FEET: THENCE SOUTH 89° 39' 11" WEST. A

DISTANCE OF 57.52 FEET; THENCE NORTH 84° 55' 37" WEST. A DISTANCE OF 40.00 FEET; THENCE NORTH 79° 30' 25" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 74° 05' 12" WEST, A DISTANCE OF 40.00; THENCE NORTH 67° 14' 00" WEST. A DISTANCE OF 40.00 FEET; THENCE NORTH 63° 24' 44" WEST. A DISTANCE OF 40.00 FEET; THENCE NORTH 45° 34' 22" WEST. A DISTANCE OF 57.00 FEET TO THE BEGINNING OF A CURVE; (NOTE, PREVIOUS BEARING BEING ON A RADIAL LINE OF THE FOLLOWING CURVE) THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 31' 22", A DISTANCE OF 12.77 FEET, HAVING A RADIUS OF 1400.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 09' 57" EAST, FOR A DISTANCE OF 12.77 FEET TO A POINT OF INTERSECTION WITH A RADIAL LINE; THENCE NORTH 46° 05' 44" WEST, ALONG SAID RADIAL LINE, A DISTANCE OF 350.07 FEET TO THE BEGINNING OF A NONTANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 36° 51' 18", A DISTANCE OF 707.56 HAVING A RADIUS OF 1100.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 41° 12' 50" EAST, A DISTANCE OF 695.43 FEET; THENCE NORTH 22° 47' 11" EAST, ALONG A TANGENT LINE OF PREVIOUS CURVE, A DISTANCE OF 462.91 FEET TO THE POINT OF BEGINNING

CONTAINING 577,826 SQUARE FEET, OR 13.265 ACRES, IN 21 LOTS AND 4 OPEN SPACE PARCELS LABELED AS PARCEL 'A'-'D'

EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL LAND

(HEREBY ANNEXED TO THE PROJECT THROUGH THIS DECLARATION)

A PARCEL OF LAND SITUATED IN THE WEST HALF OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. LOCATED IN NORTH SALT LAKE CITY, COUNTY OF DAVIS, STATE OF UTAH, SAID PARCEL BEING A PORTION OF LOT 6, EAGLEWOOD VILLAGE SUBDIVISION, RECORDED AS ENTRY NO.: 2622173 IN BOOK 5382, PAGE 659 OF PLATS ON FILE WITH THE DAVIS COUNTY RECORDERS OFFICE. SAID PORTION OF LOT 6 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER SAID LOT 6. WHICH POINT IS SOUTH 00° 09' 22" EAST. ALONG THE SECTION LINE, A DISTANCE OF 1056.51 FEET AND EAST, A DISTANCE OF 295.75 FEET, FROM THE WEST QUARTER CORNER OF SAID SECTION 12; AND RUNNING THENCE NORTH 18° 27' 36" WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, A DISTANCE OF 490.01 FEET THENCE NORTH 13° 37' 44" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 295.72 FEET TO THE NORTHERLY LINE THEREOF; THENCE NORTH 61° 55' 04" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 456.82 FEET TO THE BEGINNING OF A CURVE: THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02° 16' 36", A DISTANCE OF 43.71 FEET, HAVING A RADIUS OF 1100.0000 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 46' 46" EAST. A DISTANCE OF 43.7059 FEET TO A POINT OF INTERSECTION WITH A NON-RADIAL LINE. THENCE SOUTH 46° 05' 44" EAST. A DISTANCE OF 350.07 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE (NOTE: PREVIOUS BEARING RADIAL TO THE FOLLOWING CURVE); THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 00° 31' 22". A DISTANCE OF 12.77 FEET, HAVING A RADIUS OF 1400.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 44° 09' 56.9" WEST, A DISTANCE OF 12.77 FEET TO A POINT OF INTERSECTION WITH A RADIAL LINE. THENCE SOUTH 45° 34' 22" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 63° 24' 44" EAST FOR A DISTANCE OF 40.00 FEET; THENCE SOUTH 67° 14' 00" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 74° 05' 12" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 79° 30' 25" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 84° 55' 37" EAST. A DISTANCE OF 40.00 FEET; THENCE NORTH 89° 39' 11" EAST. A DISTANCE OF 57.52 FEET; THENCE NORTH 73° 54' 02" EAST. A DISTANCE OF 119.36 FEET; THENCE NORTH 69° 08' 25" EAST. A DISTANCE OF 49.56 FEET TO THE BEGINNING OF A NONTANGENTIAL CURVE: THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 06° 56' 23", A DISTANCE OF 68.19 FEET, HAVING A RADIUS OF 563.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 23' 23.7" EAST. A DISTANCE OF 68.15 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 65° 48' 57", A DISTANCE OF 29.87 FEET, HAVING A RADIUS OF 26.00 FEET. AND WHOSE LONG CHORD BEARS SOUTH 46° 09' 37" WEST. A DISTANCE OF 28.25 FEET TO A POINT OF INTERSECTION WITH A RADIAL LINE: THENCE SOUTH 10° 55' 55" EAST. A DISTANCE OF 31.00 FEET TO THE BEGINNING OF A NONTANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 94° 14' 53", A DISTANCE OF 37.83 FEET, HAVING A RADIUS OF 23.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 53° 48' 29" EAST, A DISTANCE OF 33.71 FEET TO A POINT OF INTERSECTION WITH A RADIAL LINE. THENCE NORTH 83° 18' 58" EAST, A DISTANCE OF 31.00 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 32' 56". A DISTANCE OF 5.69 FEET. HAVING A RADIUS OF 594.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 06° 57' 30" WEST, A DISTANCE OF 5.69 FEET TO THE BEGINNING OF CURVE: THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 58° 28' 25", A DISTANCE OF 26.53 FEET, HAVING A RADIUS OF 26.0000 FEET, AND WHOSE LONG CHORD BEARS NORTH 22° 00' 14" EAST, A DISTANCE OF 25.40 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE: THENCE NORTH 79° 02' 11" EAST. A DISTANCE OF 12.12 FEET TO THE BEGINNING OF A CURVE: THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 15° 25' 09.5", A DISTANCE OF 85.31 FEET, HAVING A RADIUS OF 317.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 71° 19' 37" EAST, A DISTANCE OF 85.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE SOUTH 10° 57' 41" EAST, A DISTANCE OF 26.74 FEET, TO THE NORTHWEST CORNER OF LOT 161 EAGLEPOINTE ESTATES SUBDIVISION, RECORDED IN BOOK 528, AT

PAGE 465 OF OFFICIAL RECORDS: THENCE SOUTH 10° 57' 41" EAST, ALONG THE WESTERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 100.17 FEET; THENCE SOUTH 06° 47' 08" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 193.69 FEET; THENCE SOUTH 16° 00' 19" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 202.66 FEET; THENCE SOUTH 03° 45' 19" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 119.09 FEET, TO THE SOUTHEAST CORNER OF AFORESAID LOT 6, EAGLE WOOD VILLAGE SUBDIVISION; THENCE NORTH 70° 16' 51" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 6, A DISTANCE OF 374.69 FEET; THENCE NORTH 89° 58' 09" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 210.07 FEET; THENCE SOUTH 75° 30' 47" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 463.8700 FEET, TO THE POINT OF BEGINNING.

CONTAINING 838,194 SQUARE FEET, OR 19.242 ACRES 30

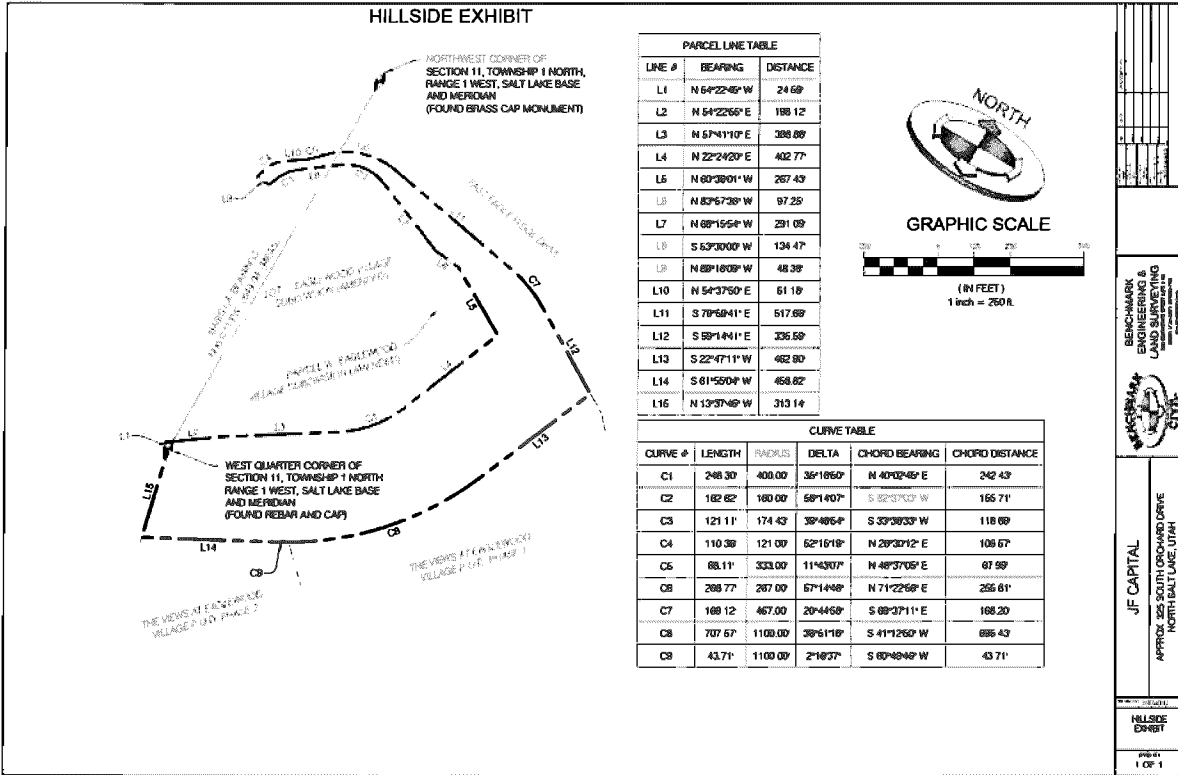
EXHIBIT C

LEGAL DESCRIPTION AND EXHIBIT OF HILLSIDE

DESCRIPTION OF AN EXISTING HILLSIDE, BEING LOCATED IN THE WEST HALF OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ALSO BEING A PORTION OF LOT 5, EAGLEWOOD VILLAGE SUBDIVISION (AMENDED), ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER OF SAID SECTION 12, AND RUNNING THENCE NORTH 54°22'45" WEST 24.59 FEET; THENCE NORTH 54°22'55" EAST 198.12 FEET; THENCE NORTH 57°41'10" EAST 388.88 FEET TO THE POINT OF A 400.00 FOOT RADIUS CURVE TO THE LEFT: THENCE ALONG SAID CURVE A DISTANCE OF 246.30 FEET THROUGH A CENTRAL ANGLE OF 35°16'50" (CHORD BEARS NORTH 40°02'45" EAST 242.43 FEET); THENCE NORTH 22°24'20" EAST 402.77 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 'A' OF SAID SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 'A' THE FOLLOWING TWO (2) COURSES, 1) NORTH 60°39'01" WEST 267.43 FEET; THENCE NORTH 83°57'36" WEST 97.25 FEET; THENCE NORTH 68°15'54" WEST 291.09 FEET TO THE POINT OF A 160.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 162.62 FEET THROUGH A CENTRAL ANGLE OF 58°14'07" (CHORD BEARS SOUTH 82°37'03" WEST 155.71 FEET); THENCE SOUTH 53°30'00" WEST 134.47 FEET TO THE POINT OF A 174.43 FOOT RADIUS CURVE TO THE LEFT: THENCE ALONG SAID CURVE A DISTANCE OF 121.11 FEET THROUGH A CENTRAL ANGLE OF 39°46'54" (CHORD BEARS SOUTH 33°36'33" WEST 118.69 FEET); THENCE NORTH 89°16'09" WEST 48.38 FEET TO THE POINT OF A 121.00 FOOT RADIUS CURVE TO THE RIGHT AND SOUTHERLY RIGHT-OF-WAY LINE OF EAST EAGLE RIDGE DRIVE: THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES, 1) ALONG SAID CURVE A DISTANCE OF 110.36 FEET THROUGH A CENTRAL ANGLE OF 52°15'19" (CHORD BEARS NORTH 28°30'12" EAST), 2) NORTH 54°37'50" EAST 61.18 FEET TO THE POINT OF A 333.00 FOOT RADIUS CURVE TO THE LEFT, 3) ALONG SAID CURVE A DISTANCE OF 68.11 FEET THROUGH A CENTRAL ANGLE OF 11°43'07" (CHORD BEARS NORTH 48°37'05" EAST 67.99 FEET) TO THE POINT OF A 267.00 FOOT RADIUS CURVE TO THE RIGHT, 4) ALONG SAID CURVE A DISTANCE OF 266.77 FEET THROUGH A CENTRAL ANGLE OF 57°14'46" (CHORD BEARS NORTH 71°22'56" EAST 255.81 FEET), 5) SOUTH 79°59'41" EAST 517.66 FEET TO THE POINT OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT, 6) ALONG SAID CURVE A DISTANCE OF 169.12 FEET THROUGH A CENTRAL ANGLE OF 20°44'58" (CHORD BEARS SOUTH 69°37'11" EAST 168.20 FEET), 7) SOUTH 59°14'41" EAST 335.59 FEET TO THE NORTHWEST CORNER OF THE VIEWS AT EAGLEWOOD VILLAGE P.U.D. PHASE 1. ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER: THENCE ALONG THE WESTERLY LINE OF SAID P.U.D. THE FOLLOWING TWO (2) COURSES, 1) SOUTH 22°47'11" WEST 462.90 FEET TO THE POINT OF AN 1100.00 FOOT RADIUS CURVE TO THE RIGHT, 2) ALONG SAID CURVE A DISTANCE OF 707.57 FEET THROUGH A CENTRAL ANGLE OF 36°51'18" (CHORD BEARS SOUTH 41°12'50" WEST 695.43 FEET) TO THE NORTHWEST CORNER OF THE VIEWS AT EAGLEWOOD VILLAGE P.U.D. PHASE 2, ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER: THENCE ALONG THE WESTERLY LINE OF SAID P.U.D. THE FOLLOWING TWO (2) COURSES, 1) ALONG THE ARC OF AN 1100.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 43.71 FEET THROUGH A CENTRAL ANGLE OF 2°16'37" (CHORD BEARS SOUTH 60°46'46" WEST 43.71 FEET), 2) SOUTH 61°55'04" WEST 456.82 FEET TO THE SOUTHWEST CORNER OF SAID P.U.D.; THENCE NORTH 13°37'45" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5 A DISTANCE OF 313.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.578 ACRES. MORE OR LESS



<p>BENCKMARK ENGINEERING & LAND SURVEYING INC.</p>	<p>JF CAPITAL APPROX. 325 SOUTH ORCHARD DRIVE NORTH SALT LAKE, UTAH</p>
<p>HILLSIDE EXHIBIT</p>	
<p>PK 11 1 OF 1</p>	

Parcel #'s

01-458-0001	01-458-0013	01-458-0025	01-464-0201	01-464-0213	01-464-0225	01-473-0303	01-473-0315	01-473-0327
01-458-0002	01-458-0014	01-458-0026	01-464-0202	01-464-0214	01-464-0226	01-473-0304	01-473-0316	01-473-0328
01-458-0003	01-458-0015	01-458-0027	01-464-0203	01-464-0215	01-464-0227	01-473-0305	01-473-0317	01-473-0329
01-458-0004	01-458-0016	01-458-0028	01-464-0204	01-464-0216	01-464-0228	01-473-0306	01-473-0318	01-473-0330
01-458-0005	01-458-0017	01-458-0029	01-464-0205	01-464-0217	01-464-0229	01-473-0307	01-473-0319	01-473-0331
01-458-0006	01-458-0018	01-458-0030	01-464-0206	01-464-0218	01-464-0230	01-473-0308	01-473-0320	01-473-0332
01-458-0007	01-458-0019	01-458-0031	01-464-0207	01-464-0219	01-464-0231	01-473-0309	01-473-0321	01-473-0333
01-458-0008	01-458-0020	01-458-0032	01-464-0208	01-464-0220	01-464-0232	01-473-0310	01-473-0322	01-473-0334
01-458-0009	01-458-0021	01-458-0033	01-464-0209	01-464-0221	01-464-0233	01-473-0311	01-473-0323	
01-458-0010	01-458-0022	01-458-0034	01-464-0210	01-464-0222	01-464-0234	01-473-0312	01-473-0324	
01-458-0011	01-458-0023	01-458-0035	01-464-0211	01-464-0223	01-473-0301	01-473-0313	01-473-0325	
01-458-0012	01-458-0024	01-458-0036	01-464-0212	01-464-0224	01-473-0302	01-473-0314	01-473-0326	