



W3287490

When Recorded Return to:
Matthew Lowe
5500 South Holladay Blvd.
Holladay, UT 84117

E# 3287490 PG 1 OF 24
Leann H. Kilts, WEBER COUNTY RECORDER
16-Jun-23 03:46 PM FEE \$40.00 DEP CF
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, I
ELECTRONICALLY RECORDED

21-175-0001
21-175-0002
21-175-0003

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS OF SUNSHINE VALLEY ESTATES Phase 3

KNOW ALL MEN BY THESE PRESENTS:

RECITIALS

Whereas, the undersigned (hereafter "Declarant") is the owner of certain real property located in Huntsville, Weber County, State of Utah, identified as Sunshine Valley Estates Subdivision, such property being more particularly described in Addendum A attached hereto and made a part hereof (hereafter "Property"); and

Whereas, Declarant has subdivided the Property into lots and shall cause such lots to be conveyed subject to certain protective covenants, conditions, and restrictions as hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions (hereafter "Declaration")

DECLARATION

NOW THEREFORE, Declarant hereby declares that all of the Property described in the Addendum A shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the plat of Sunshine Valley Estates Subdivision, recorded concurrently herewith, all of which are for the purpose of enhancing and protecting the value desirability and attractiveness of the Property. The covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each such party. The acceptance of any deed to or conveyance of any lot, part of portion of the Property by the grantees name therein or by their legal representatives, heirs, executors, administrators, successors, or assigns, shall constitute their covenant and agreement with the Declarant and which one another to accept, hold, improve, use, and convey the property described and conveyed in such deed or conveyance subject to this Declaration.

ARTICLE 1 – DEFINITIONS

The following definitions control in this Declaration. The following may or may not be capitalized when used in this Declaration.

Section 1.1 Association means the Sunshine Valley Estates Owner's Association, its successors and assigns.

Section 1.2 Board of Directors means the governing body of the Association.

Section 1.3 Declarant means, jointly and severally, Lowe Properties, LLC, and the Declarant's heirs, successors and assigns.

Section 1.4 Declaration means this instrument and any amendments thereto.

Section 1.5 Directors means the members of the governing body of the Association.

Section 1.6 Entire Membership means all Members, regardless of class of membership. When a vote of the Entire Membership is referenced it means all potential votes for both Class A and Class B Members.

Section 1.7 Lot means a separately numbered and individually described plot of land shown on any plat or plats recorded with regard to the Property and designated for private ownership.

Section 1.8 Member means every person or entity who holds membership in the Association. The Owners of the Lots constitute the Members of the Association.

Section 1.9 Mortgage includes "deed of trust" and mortgage includes "trust deed beneficiary."

Section 1.10 Owner means the entity, person, or group of persons owning fee simple title to any Lot which is within the Property. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one "Owner."

Section 1.11 Plat means the subdivision plat recorded herewith entitled "SUNSHINE VALLEY ESTATES Phase 3 SUBDIVISION" consisting of one sheet, prepared and certified by REEVES & ASSOCIATES by Nathan Reeves, a Utah registered land Surveyor or any replacements thereof, or additions or amendments thereto.

Section 1.12 Property means that certain real property described on Addendum A hereto, and such additions and annexation thereto as may hereafter be subjected to this Declaration.

ARTICLE 2- PROPERTY RIGHTS

Section 2.1 Lots. Each lot is owned in fee simple by the Owner.

ARTICLE 3 – MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Lot Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired for foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Lot Owner to another person or entity.

Section 3.2 Voting Rights. The Association has two classes of voting membership.

CLASS A: Class A members shall be all Lot Owners with the exception of the Declarant, as defined in this declaration, Class A members are entitled to one vote for each Lot owned. When

more than one person holds an interest in any Lot, the group of such persons shall be a single member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned, unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by Another co-Owner of the same Lot. In the even an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

CLASS B: The class B Member shall be the Declarant (as defined in this Declaration). Class B Members are entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) conveyance of ninety percent (90%) of all Lots to purchasers;
- (b) the expiration of seven (7) years from the first conveyance of any Lot to a purchaser or;
- (c) the surrender of Class B membership status by the express written action of the Declarant

In the case of expansion (as provided under the Declaration) the Declarant's memberships appurtenant to the Lots in the expansion area shall be Class B memberships. If Declarant exercises its option to add additional Lots of any character, then at such time as additional subdivision plats are filed, the voting shall be adjusted accordingly, so that Declarant regains Class B voting status for all Lots owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

ARTICLE 4 – FINANCES AND OPERATIONS

Section 4.1 Creation of Lien and Personal Obligation of Assessments. Except as otherwise provided herein, the Declarant and each subsequent Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, covenants, and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (c) any other amount or assessment levied or charged by the Association or Board of Directors pursuant to this Declaration; and (d) interest, costs of collection and reasonable attorney fees, as hereinafter provided. All such amounts shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. Successors-in-title shall not be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used: (a) for the purpose of promoting the health, safety, and welfare of the Members and (b); the payment of administrative expenses of the Association; (c) insurance deductible amounts; and (c) other amounts required by this Declaration or that the Board of Directors shall determine to be

necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Board of Directors, for the payment of other charges, including, without limitation, maintenance and management charges.

Section 4.3 Maximum Annual Assessment. Until January 1st of the year following recording of this Declaration, the Maximum annual assessment shall be One Hundred Sixty Dollars (\$160.00) per Lot. This amount shall be the basis of calculation for future maximum annual assessments. From and after the date referred to above, the maximum annual assessment may be increased each year by five percent (5%) above the maximum assessment for the previous year, without a vote of the membership. The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period. Such change may be made by the Board of Directors if there is a Class B membership. If there is no Class B Membership, any such change shall have the assent of sixty-seven percent (67%) of the votes of the Entire Membership, voting in person or by proxy, at a meeting duly called for this purpose. The actual annual assessment need not increase annually however; the ability to increase assessments shall be cumulative with each passing year. The Board shall set the actual annual assessment on an annual basis. Notice shall be given to each owner as provided in section 9.10. The Board must set the actual annual assessment to be an amount at or less than the maximum annual assessment

Section 4.4 Notice and Quorum for any Action Authorized Under sections 4.3 and 4.4. Written notice of any meeting of Members called for this purpose of taking any action authorized under Sections 4.3 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, or proxies, entitled to cast sixty percent (60%) of all the votes of the Entire Membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.5 Uniform Rate of Assessment: Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots; provided, however, that no assessments shall accrue against the Declarant so long as the Declarant has Class B membership. Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Directors determine.

Section 4.6 Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence to accrue on the first day of the month following assignment of the easement with regard to the Easement Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days prior to the commencement of each new assessment period, the Directors shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. This notice shall not be a prerequisite to the validity of the assessment. In the absence of a determination by the Directors as to the amount of said assessment, the annual assessment shall be an amount equal to ninety percent (90%) of the maximum annual assessment determined as provided above. The assessment due dates shall be established by the Directors. The Directors may provide for the payment of annual and special assessments in equal installments throughout the assessment year. The Board shall prepare a roster of the Lots and the assessments applicable thereto at the same time that it sets the amount of the annual assessment, which roster shall be kept

by the Secretary-Treasurer of the Association, who shall record payments of the assessments and shall allow inspection of the roster by any member at reasonable times. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on the specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 4.7 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Directors by resolution shall determine appropriate until paid). In addition, the Directors may assess a late fee for each delinquent installment which shall not exceed ten percent (10%) of the installment. A power of sale is hereby conferred upon the Association which it may exercise. Under the power of the sale, the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust if said association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as trustee for purpose of the power of sale or foreclosure. The Directors may, in the name of the Association: (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving lien of assessment, (b) may foreclose the lien against an Owner's lot in accordance with the laws of the State of Utah applicable to the Exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Owner. There shall be added to the amount of attorney fees, together with an amount equal to the reasonable rental value of the Lot from the date of the delinquency to the date of foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Lot.

Section 4.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No same or transfer, however shall relieve a Lot or Lot Owner from personal liability for assessments coming due after the Owner takes title or from the lien of such later assessments.

Section 4.9 Books, Records, and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records, and financial statements which shall all be available for inspection by lot Owner and insurers as well as by holders, insurers, and guarantors of the first mortgages in accordance with Utah law. Charges shall be made for copying, researching or extracting such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense in accordance with Utah law and so long as the results of the audit are provided to the Association.

Section 4.10 Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein

(a) All property dedicated to and accepted by any local public authority;

(b) All Lots owned by Declarant and, as long as the Declarant has Class B membership status.

ARTICLE 5 - INSURANCE

Section 5.1 Casualty Insurance on Insurable Common Area. The Association may insure the Easement Common Area and any property, whether real or personal; owned by the Association against liability, loss, damage, or hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the easement Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

Section 5.2 Fidelity Insurance. The Directors may elect to obtain fidelity coverage against dishonest acts on the part of managers, Directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Members. In procuring fidelity insurance the Directors shall seek a policy which shall: (a) name the Association as obligee or beneficiary, plus (b) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (c) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee".

Section 5.3 Annual Review of Policies. All insurance policies obtained by the Association shall be reviewed at least annually by the Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the Easement Common Area or Easement Common Area improvements or facilities which may be damaged or destroyed.

ARTICLE 6 – ARCHITECTURAL CONTROL COMMITTEE

Section 6.1 Creation. The Declarant shall appoint an Architectural Control Committee (hereafter referred to as the "Committee") consisting of two persons, one of whom shall be knowledgeable in the area of residential development. The Declarant shall have the power to remove members of the Committee and fill vacancies on the Committee until the earliest of the following (a) the Declarant relinquishes this power in writing; (b) ninety percent (90%) of all Lots on the Property have been sold; or (c) residential structures have been constructed on seventy-five percent (75%) of all Lots in all phases and extensions of Sunshine Valley Estates and such structures are legally occupied. When the Declarant ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property owners in Sunshine Valley Estates Subdivision shall, within sixty (60) calendar days, elect new members of the Committee. Each Lot Owner shall have one vote for each lot owned. The initial Committee members elected by the Lot Owners shall be elected for terms for three years. No member of the Committee shall

receive any compensation or make any charge for services rendered. The Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties. The Committee may fix the time and place for its regular meetings and such other meetings as may be necessary. The Committee shall meet monthly, or more or less often, as determined by the Committee. Written minutes shall be kept of Committee meetings and such minutes shall be open to lot Owners for inspection at reasonable times upon request. The Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary. The duties of each will be as usually appertain to such offices.

Section 6.2 Approval of Plans. No construction, remodeling, addition or modification of any kind of structure and no excavation, grading or modification of the topography beyond typical cleaning and maintenance of any Lot may occur without the written consent of a majority of the Committee. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations and standards adopted by the Committee. The initial rules and regulations, subject to amendment by the Committee, are attached as Addendum B. After termination of the right of the Declarant to appoint and remove Committee members as set for in Section 6.1 any rule or regulation may be amended, adopted or repealed by majority vote of all Lot Owners, by one vote for each lot owned. The issuance of a permit or granting of any approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve such matter. Applications for approval shall be passed upon by the Committee within thirty (30) days of submission. In the event the Committee has not acted upon application within such thirty (30) day period, the application will be deemed to be approved.

Section 6.3 Submission of Plans. Two (2) complete set of floor plans, outside elevations and site plans as set forth and containing, at a minimum, the information listed in the rules, regulations, and the standards of the Committee shall be submitted to the Committee no less than three (3) days prior to the desired date for commencement of construction.

Section 6.4 Immunity from Liability. The Committee and any architect or engineer hired by the Committee to review the plans shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration. Any errors or omissions in the design, construction, improvement or landscaping of any structure or property, and any violation of this Declaration or of any law or regulation, are the sole responsibility of the Lot Owner and the designer, architect, or contractor creating the plans and constructing the structures represented by the plans. The Committee's review of plans shall in no way be concerned with structural, engineering or mechanical integrity or soundness, nor compliance with applicable laws or regulations.

Section 6.5 Injunctive Relief. Purchasers or Lot Owners within Sunshine Valley Phase 3 Subdivision acknowledge that any construction, remodeling, addition or modification of any kind of any structure and any excavation, grading or modification of the topography of any Lot which occurs without the written consent of a majority of the Committee will cause irreparable harm to other Owners and purchasers within Sunshine Valley Phase 3 Subdivision. Based thereon, any violation of this Article 6 by any person shall entitle the Committee, the Declarant, or the purchaser or Owner of any lot within the Sunshine Valley Phase 3 Subdivision Phase 4 to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing a Lot within Sunshine Valley Phase 3 Subdivision Phase 4, such purchaser or Lot Owner, for themselves and their agents, representatives, successors and assigns, waive any and all defenses to the grating

of such injunctive relief. Additionally, any purchaser or Owner of any Lot with Sunshine Valley Phase 3 Subdivision Phase 4 agrees that such injunctive relief is in addition to any other damages or claims which the Committee, the Declarant, or any purchaser or Lot Owner within Sunshine Valley Phase 3 Subdivision Phase 4 may have hereunder or pursuant to law.

ARTICLE 7 – USE RESTRICTIONS

Section 7.1 Construction, Business and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably, required, convenient or incidental to the construction and sale of Lots during the period of construction and sale of said Lots and upon such portion of the premises as Declarant deems necessary including but not limited to a business office, storage areas, construction yard, signs, model units and sale offices. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof.

Section 7.2 Land Use and Building Type. None of the property or Lots within the Property shall be used except for residential purposes, with the exception of one detached building that may be used as a barn, storage facility, or other permitted use. Every dwelling shall have, as a minimum, a three-car garage. All residences shall have a stone, pavers, asphalt or concrete paved driveway connecting the parking with a street in such a way as to allow safe ingress and egress. All construction shall be of new materials, except that used brick and stone may be used with the prior written approval of the Architectural Control Committee. The total finished living area of all Lots shall be no less than two thousand (2,000) square feet on the first story above ground level, exclusive of porches, balconies, patios and garages.

Section 7.3 Exterior Building Materials. Exterior building materials shall be limited to brick, rock, stucco, wood, hardy board (or other similar composite material) or a combination of the same. The use of stucco shall be limited to no more than 25% of the front of the building. The sides and the rear of the home shall have no such limits. No vinyl or aluminum siding shall be allowed. All exterior construction shall be of earth colors.

Section 7.4 Exterior Building Materials on Non-Residential Structure. All non-residential structures shall be subject to the provisions of 7.3 except that vinyl and aluminum siding is permitted as a building material on the sides and rear of the non-residential building. Moreover, the front of the building may be finished entirely in stucco.

Section 7.5 Roofing Material. Roofing material shall be limited to asphalt shingles, slate, clay or concrete tile in earth tone colors.

Section 7.6 Garages. All residences constructed on any Lot within the Property shall be constructed with fully enclosed, private garages, built to accommodate not less than three (3) vehicles. All garages shall be constructed of the same exterior materials, and shall be in harmony and architecturally compatible with, the residence constructed on the Lot.

Section 7.7 Roof Mounted Heat Pumps and Solar Panels. No heat pumps and/or air conditioning or heating units shall be allowed to be mounted on roofs. All such units shall be installed on the ground in the side or rear yard. No solar panels shall be installed or mounted on the street side of any roof.

Section 7.8 Shared Driveway on lot 302 and 303. It is agreed and understood that a shared driveway will be installed inside the shared easement on both lots 302 and 303. Each lot owner agrees to equally share in the cost of installing and maintaining the shared driveway. The driveway shall be installed near the completion of the first house to be constructed on either of the lots 302 or 303. At this time, whoever hasn't built agrees to reimburse the cost of the asphalt driveway provided that they provide a bid from at least three qualified contractors to install the driveway and allow the other party 30 days to review the bids. Whoever builds first will be responsible for maintaining the driveway until such time as the other lot owner commences construction on their lot. Any recreational vehicle (RV) or other parking pad proposed to be constructed to the side of a home or garage, must be enclosed by a wrought iron or other suitable gate that must first be approved by the Committee in writing.

Section 7.9 Landscaping. Landscaping of the front and side yards of the Lots must be completed within twelve months of occupancy. The Owner shall have complied with this provision after an inspection by the Committee and in its determination, after the inspection, that all landscaping has been installed as approved by the Committee, that the Lot is in a clean condition, and that all subdivision improvements damaged during or in connection with construction activities have been properly repaired. In the event the front and side yard areas are not landscaped prior to occupancy, the Lot is not cleaned after construction as deemed appropriate by the committee, or damage done to the Subdivision improvements have not been properly repaired, the Declarant shall be entitled to complete said improvement and file suit against the Owner, for its reasonable damages including but not limited to, the payment of costs and attorney fees incurred in enforcing this Section. Lots shall be landscaped such that all unpaved portions of street front or street side yards shall be planted in either grass, turf, other ground cover, or rock, all as acceptable to the Committee. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Lots shall be kept free of all tall noxious or offensive weeds and plant growth by the Owner of said lots. Should excessive growth occur on any Lot, the owner shall be notified by the Committee, in writing, of such condition and shall be given thirty (30) days to correct the same, after which the Committee may order such correction affected, the expensive of which shall be charged to the owner of the Lot or Lots.

Section 7.10 Fences, Walls and Barriers. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and in a state of good repair.

Section 7.11 Slope and Drainage Control. No structure, planting or material shall be placed or permitted to remain and no activities shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. No change in the elevation of a Lot shall be made and no change in the condition of the soil or level of the land of a Lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other Lot within the Property. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the Lot and/or conveyed to appropriate drainage facilities and as not to detrimentally drain on to or across any other Lot. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Notwithstanding the foregoing, any Lot Owner may change the slope ratios on a Lot by the placement or construction of a retaining wall in accordance with Section 7.11 and the filling of the Lot behind such retaining wall. However, prior to the placement or construction of any retaining wall, the person desiring to do so shall apply for and obtain an appropriate permit from Washington City. The construction or placement of a retaining wall shall not result in a flow or drainage of surface water which is detrimental to any other Lot. The person placing or constructing a retaining wall, and their successors, transferees, grantees and assigns shall be responsible for the maintenance of such retaining wall.

Section 7.12 Intentionally deleted.

Section 7.13 Preservation of Views. In planning, constructing, installing and maintaining any structure, improvement or landscaping on any Lot, the Owner thereof shall take reasonable measures in an effort to not unduly restrict the views of surrounding Lots and properties.

Section 7.14 Building Location. All buildings shall be located on all Lots so as to comply with any requirements noted on the Plat and so as not to be in violation of Weber County ordinances with respect to minimum setbacks. The above notwithstanding, in no event shall any portion of any building including eaves or steps encroach upon any other Lot. All construction shall be made only within designated and approved building pads.

Section 7.15 Prohibited Structures. No mobile home or pre-manufactured home shall be placed, located or constructed on any Lot. No structure of a temporary character, trailer, mobile home, basement with no upper structure, pre-manufactured home, tent, shack, garage, barn or any outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. The storage of one (1) camper trailer belonging to the Lot Owner shall be allowed provided such storage is confined to the side area of the home, or in the rear yard area or garage, is behind a fenced area, and is not occupied in any fashion or manner.

Section 7.16 Signs. Except as otherwise provided herein, no signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than two (2) square feet on each side may be used for advertising the Lot for sale or rent or identifying the home during construction. Except as specifically provided in this Section 7.18, no signs, including but not limited to banners, flags, or streamers of any nature, shall be allowed on any Lot. The above notwithstanding, signs used by the Declarant to advertise the development and/or initial sale of any Lot, part or portion of the Property shall be excluded from this restriction. During the construction of a residence on a lot, one sign, not more than sixteen (16) square feet in size per side, advertising or publicizing the contractor or builder of the residence, shall be allowed. Any such sign shall be removed upon completion of construction.

Section 7.17 Care and Maintenance. Without limiting any other provision of this Declaration, each Owner shall maintain and keep such Owner's Lot at all times in safe, sound, and sanitary condition and refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots. All structures landscaping and improvements shall be maintained in a good condition and repair at all times.

Section 7.18 Nuisances. No noxious or offensive activity shall be carried on, or be allowed to be carried on, upon any Lot, part or portion of the Property, nor shall anything be done thereon which may become an annoyance to the neighborhood. This includes dogs or any other animals that are not kept within the boundaries of the owner's properties. No Lot shall be used for any illegal purpose.

Section 7.19 Animals, Livestock, and Poultry. Animals shall be limited to horses, dogs, cats, and other similar domestic pets. No livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of the Property, nor shall anything be done thereon which may become an annoyance to the neighborhood. This includes dogs or any other animals that are not kept within the boundaries of the owner's properties. No Lot shall be used for any illegal purpose. Incessantly barking dogs are not allowed.

Section 7.20 Garbage and Refuse Disposal. No Lot, part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage, or other waste. All trash, garbage, rubbish, rubble, or other waste shall be kept in sanitary containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any Lot in view of the general public or neighboring Lot Owners. No rubbish, trash, papers, junk, or debris shall be burned upon any Lot, part or portion of the Property.

Section 7.21 Storage or Materials. No Lot, part or portion of the Property shall be used or maintained as storage for building materials except during construction of improvements on the Lot. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.

Section 7.22 Inoperable Vehicles. No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, Lot, or part or portion of the Property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, Lot, or part or portion of the Property for a period exceeding thirty (30) days, the same may be removed after ten (10) days written notice to the Lot and vehicle owner. The cost and expense of such removal shall be borne by the Lot owner and vehicle owner. As used in this section, "inoperable vehicle" shall mean any motor vehicle which is unable to be legally operated in a normal manner upon the streets under its own power, or is unlicensed or registered for a period of ninety (90) days or more. No automobile, recreational vehicle, commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any Lot unless performed within a completely enclosed garage or other permitted structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots.

Section 7.23 Antennas. No external radio, television dish, or other antenna of any kind or nature, or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any Lot or residence in such a manner as to extend above the height of the residence on the Lot nor shall such devices be located on any Lot or on any residence on any Lot so as to be visible from the street. Satellite dishes shall not be allowed on the street facing side of any residence or Lot.

Section 7.24 Oil and Mining Operations. No drilling quarrying or mining operations of any kind shall be permitted upon, in or under any Lot or part or portion of the Property, nor shall

any oil or gas well, tank, tunnel, mineral excavation or shaft be permitted upon in or under such Lot or part or portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or part or portion of the Property.

Section 7.25 Commercial Activities Prohibited. Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind. However this restriction shall not prohibit an Owner or resident from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence there from.

Section 7.26 Re-subdivision or Combining of Lots. No Lot within the Property shall be divided, subdivided, partitioned, parceled, or broken up into smaller lots or units. In the event any person desires to combine two or more Lots, either by use or plat amendment approval shall be obtained from the Committee. The responsibility to comply with all legal requirements and pay all costs associated with such combination shall be borne exclusively by the person desiring such combination of Lots.

Section 7.27 Damages. Any damage inflicted upon existing improvements such as curbs, gutters, streets, sidewalks and such, by the purchaser or Owner of any lot and/or their agents or builders must be repaired as soon as possible after such damage is discovered and the expense of such repair shall be borne by the Lot purchaser or Owner.

ARTICLE 8 – EXPANSION

Declarant reserves the right and its sole election, to expand the Property to include additional property located in the general vicinity of the property described in Addendum A, by unilateral action of Declarant without the consent of Owners, for a period of (7) years from the date of recording of this Declaration in the office of the Washington county Recorder, State of Utah.

Expansion shall occur by the Declarant filing:

(a) an additional subdivision plat or plats creating additional lots and/or common areas on the property described above, stating on each plat the intention to have the property described on said plat bound by terms, covenants and conditions of this Declaration upon the filing of a Declaration of Annexation: and

(b) a declaration of Annexation (after satisfying conditions hereafter stated, which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration.

Any additional properties annexed hereto by the Declarant shall be exclusively for residential single family dwellings, architecturally compatible to the existing development, similar to the homes already constructed, constructed out of similar materials, with similar lot size. Owners in the original and expansion areas shall have the same rights to the use and enjoyment of Association property and facilities as provided for in this Declaration. Declarant's Class B

ownership status shall extend to all lots in the expansion area. Otherwise, Lot Owners in the original and Expansion areas shall all have equal membership status in the Association. The liability for assessments of each Lot and Lot Owner in any expansion area shall be equal to the liability of each lot and Lot owner in the original Property.

ARTICLE 9 – GENERAL PROVISIONS

Section 9.1 Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner the reasonable costs and attorney fees incurred in doing so. The Directors may levy a fine or penalty not to exceed fifty percent (50%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing.

Section 9.2 Declarant Immunity. By purchasing property within the subdivision, the Lot purchaser and/or Owner assumes any and all risk of damage and personal injury and waives and all known or unknown claims of whatever nature against the Declarant its agents, employees, officers, representatives, successors and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss caused by or related to any unforeseen surface or subsurface soil condition, soil compaction or lack thereof, rock falls, rock, block or other walls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property. A waiver and release agreement in the form set forth on Addendum C and incorporated herein by reference shall be executed by all purchasers at the time any Lot is first sold to any purchaser and shall be recorded as part of the closing of such sale. However, the assumption of liability and waiver and release set forth in this paragraph shall be effective against any and all purchases or owners of any Lot within the subdivision whether or not the waiver and release shown on Addendum C is signed and recorded.

Section 9.3 Severability. All of the conditions, covenants and reservations contained in this Declaration shall be construed together but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any party thereof, shall be thereby affected or impaired and the Declarant, Association and Owners, their successors, heir and assigns shall be bound by each article, section subsection, paragraph, sentence, clause, and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 9.4 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the Owner of any assigns, for a term of one hundred (100) years.

Section 9.5 Amendment. After the occurrence of one of the events set forth in Section 6.1 which terminates the Declarant's right to appoint and remove members of the Committee, this declaration may be amended by a written document signed by the Owners of two-thirds (2/3) of all Lots in the Subdivision. Until such time as one of the events set forth in Section 6.1 occurs which terminates the Declarant's right to appoint and remove members of the Committee, the Declarant is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Declarant.

Section 9.6. Declarant Exemption. The Declaration and all activities carried on by the Declarant in connection with the subdivision, development, sale, or related activity, with regard to the Property of any lot, is exempt and free from all restrictions and constraints in this Declaration.

Section 9.7 Enforcement. Each and all of the restrictions, covenants and conditions contained in this Declaration are for the benefit of the Declarant and the Owner or Owners of any Lot or portion of the Property. Each restriction, covenant and condition shall inure to the benefit of and pass with each and every Lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude and the actual or threatened breach thereof, or the continuance of any such breach, or non-compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owners of any Lot or portion of the Property; provided however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value except that any subsequent Owner of such Lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure at a trustee's sale, or otherwise. Failure by the Declarant or any Owner or Owners of any Lot or portion of the Property, or their respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.8 Attorney Fees and Costs. In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

Section 9.9 Notice. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Such notices shall be deemed received upon actual receipt or five (5) days after mailing, whichever is sooner.

Section 9.10 Gender and Grammar. The Singular, wherever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals men or women, shall in all cases be assumed as through in each case fully expressed.

Section 9.11 Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 9.12 Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration

ARTICLE 10 – ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned in the Declarant’s sole discretion.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this Declaration this 14 day of June, ~~2021~~. 2023.

Declarant

Lowe Properties, LLC and Matthew Lowe (Individually)

By: [Signature]
Matthew Lowe

[Signature]
Matthew Lowe
Managing Member

STATE OF UTAH

COUNTY OF ~~WEBER~~ SALT LAKE

On this 14th day of June, ~~2021~~ 2023 before me personally appeared Matthew Lowe, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Lowe Properties, LLC, and that the foregoing document was signed by him on behalf of such company in the capacity state, he being duly authorized to do so by the Articles of Organization, Operating Agreement, or a resolution of the members of Lowe Properties, LLC and to sign for himself individually.

[Signature]
Notary Public



ADDENDUM A

ALL OF LOTS 301, 302, and 303 OF THE SUNSHINE VALLEY ESTATES SUBDIVISION PHASE 3, amending Lot 204 of Sunshine Valley Estates Subdivision Phase 2, according to the official plat thereof on file and of record in the Weber County Recorder's Office recorded February 24, 2023 as Entry No. 3274283 in Book 95 of Plats at Pages 29 and 30.

ADDENDUM B
RULES, REGULATIONS AND STANDARDS OF
SUNSHINE VALLEY ESTATES Phase 3

While the controls exercised by the Architectural Control Committee (hereafter referred to as the Committee") must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants, conditions and restrictions of SUNSHINE VALLEY ESTATES Phase 3 (hereinafter "Covenants") The Covenants are on record in the office of the County Recorder, Weber County, Utah at 2380 Washington Blvd, Ogden, Utah. Any violations of these guidelines or the Covenants may result in required changes to floor plans, colors, materials, etc. at the owner's and/or contractor's expense.

No construction may begin in Sunshine Valley Estates without first obtaining the Committee's stamp or signature of approval of the proposed construction. This stamp or signature of approval will be given upon compliance with all provisions stated in the Covenants and these rules, regulations and standards and by execution of a final agreement as established by these rules by the owner and contractor legally responsible for the proposed construction.

SECTION 1

Two (2) complete sets of floor plans, outside elevations, and site plans as set forth and containing at a minimum, the information listed below, shall be submitted to the Committee no less than thirty (30) days prior to the desired date for commencement of construction. Two (2) sets will be stamped or signed and returned, one for Weber County and one for construction use. The plans must contain all of the following:

A. SITE PLAN

1. Show scale and over-all dimensions
2. Indicate lot number and street name.
3. Indicate setback from street and adjoining lots.
4. Indicate grade elevations at front corners of lot and finished floor elevations.
5. All finished floor elevations must be a minimum of twelve (12) inches above the crown of the road of the front street elevations. Finished floor elevations are to be consistent with existing homes on the adjacent lots. (In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the Committee and determination will follow.)

6. Location of the HVAC unit shall be noted. No HVAC unit will be placed on the roof.

B. FLOOR PLAN

1. Show scale and over-all dimensions.
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non mechanical devices. Locations of these items must be in the rear of the house and out of street view. Special consideration will be given when rear installation is not feasible. In such situations, the unit must be screened from the street view with materials compatible with materials used in the construction of the house.

C. ELEVATIONS

1. Note scale on plan.

D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. Colors shall be earth tones or other colors and approved by the committee. The Declarant and the Committee reserve the right to reject any scheme not consistent with the approved color scheme.
2. The general design expressed in the front of the house must continue to each side elevation.
3. Innovative designs used on the front of the house using stone or other materials will be considered on an individual basis.

E. CONSTRUCTION AND MATERIALS WHICH ARE NOT ACCEPTABLE

2. Pre-manufactured houses

F. ACCEPTABLE ROOFING MATERIALS

1. Roofing materials may be asphalt shingles, slate, clay or concrete tile in earth colors.

G. HEIGHT OF HOUSE

1. All houses shall be subject to Weber County code as to height.

H. SIZE OF HOUSE, LANDSCAPING, AND SPECIAL RESTRICTIONS

1. The total finished living area on the first story above ground on any Lots which have a basement, shall be no less than two thousand (2,000) square feet on the first story above ground level, exclusive of porches, balconies, patios and garages.
2. All storage units, garages, etc., are to have the same design and materials as the main dwelling.

3. All homes are to have a minimum three (3) car attached garage.
4. Fences and swimming pools will follow the Weber County zoning requirements.
5. All required landscaping (as outlined in paragraph 7.9 of the Covenants) will be completed within twelve (12) months of occupancy.
6. Campers, boats, pickups, and other recreation and commercial vehicles must be kept in a garage or on a concrete (or other suitable material) pad at the side or in the rear of the house that is contained by a fence of wrought iron or other suitable material approved by the Committee.
7. All walls around houses shall be colored masonry materials, natural wood, or hardy board (or similar composite material) in earth tones. All walls shall conform to the Weber County requirements. No chain link or wire fences or walls will be allowed.
8. Blasting of any kind will not be allowed.
9. In order to maintain the integrity of the development, no roof-top mounted air conditioner or heating equipment, or any other such device will be allowed.

I EASEMENTS

1. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat or recorded separately. Structures of any time are prohibited within these easements. Plants or other materials may be placed or permitted to remain within such easements which will not damage utilities, or which will not obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained by the lot owners.

SECTION 2.

DURING THE COURSE OF CONSTRUCTION, OWNERS AND CONTRACTORS WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

- A. Trash Receptacles and Debris Removal.** Owners and contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once a week (and more often than necessary) at an appropriate off-site facility.
- B. Concrete Trucks.** Concrete trucks may be washed out only on the lot being built upon and inside the construction area of such lot. No concrete trucks shall be washed out on any other lot within the subdivision. The owner and contractor are responsible for containing all wash out to preclude this water from entering washes and contaminating tree roots.
- C. Cleanliness.** During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other parcels or any easement. Any cleanup costs incurred in enforcing these requirements shall be payable by

the owner and contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed.

D. Materials Storage. Construction materials shall be stored on the lot, only for such time as reasonable need and in orderly array.

E. Sanitary Facilities. Each owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be provided.

F. Vehicles and Parking Areas. All construction vehicles shall be parked within the lot being built upon or on the public street.

G. Conservation of Native Landscape. The Committee shall have the right to protect major terrain features, rocks, or plants. Any trees or branches removal during construction must be promptly cleaned up and removed from the construction site.

H. Dust and Noise Control. The owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

I. Material Deliveries. All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.

J. Firearms. Carrying any time of firearm on the Property by construction crews is prohibited.

K. Alcohol and Controlled Substances. The consumption of alcohol or use of any controlled substance on any construction site is prohibited.

L. Fires and Flammable Materials. Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard on the construction site, are prohibited.

M. Restoration of Property. Upon completion of construction, each owner and contractor shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring natural contours, rocks, trees, and natural vegetation as approved or required by the Committee.

Each owner and contractor involved with construction activities on any lot in the subdivision shall repair any damage to sidewalks, curbs, gutters, streets, culverts, drainage, pathways, or other subdivision improvements which was caused by construction, construction traffic, or other causes related to construction activities. The repair of such subdivision improvements shall be made as construction on the lot is completed and before the issuance of a certificate of occupancy by

Washington City. The deposit required by paragraph 7.9 of the Covenants shall not be refunded until the requirements of this paragraph are met.

N. Construction Signage. Temporary construction signs shall be limited to one sign per site not to exceed sixteen (16) square feet of surface area per side. The sign shall be free standing, not to exceed five (6) feet in height grade and in a location within the site as approved by the Committee. Attachment of signs or similar material to trees or rocks is strictly prohibited.

O. Daily Operation. Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset.

ADDENDUM C**WAIVER AND RELEASE AGREEMENT**

_____ (“Owner”) of lot(s) _____, Sunshine Valley Estates, according to the official plat thereof recorded in the office of the Weber County Recorder, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree that it is their sole responsibility to obtain and comply with recommendations from competent geotechnical and engineering professionals with regard to the inspection of lot(s) within the subdivision prior to purchase and construction on such lot(s). Owner acknowledges and agrees that, except for warranties of title, the developer makes no warranties whatsoever with regard to the lot(s) or the sale or transfer thereof, and the Owner is specifically purchasing the lot(s) **“AS IS” AND WITHOUT WARRANTY WITH WHATSOEVER, INCLUDING ANY WARRANTY OF HAITABILITY, MERCHANTABILITY OR FITENSS FOR A PARTICULAR PURPOSE.** In purchasing a lot(s) within the subdivision, owner represents that Owner has inspected the lot(s) as deemed advisable by the owner, is relying upon its own inspection of the lot(s) in making a purchase of the same, and accepts the lot(s) in its current condition. Owner, for themselves and their heirs, representatives, successors and assigns, waives, releases and agrees to hold harmless the developer and its agents, employees, officers, representatives, successors and assigns, from any and all known or unknown claims of whatever nature in any way related to such lot(s), including, without limitation, claims or damages caused by or related to any unforeseen surface or subsurface condition, soil compaction, or lack thereof, rock falls, rock, black or other walls installed by or for the developer, or claims related to or associated with the slope, elevation, or drainage or the lot(s) and/or any adjoining lots or properties. Such waiver, release and hold harmless specifically includes, but is not limited to, any claims or any condition that may be associated with, or directly or indirectly related to, defects in the lot(s) or in the design, construction, installation, or management of improvements within, related to, or servicing the lot(s).

All rock retaining walls built by or for the developer and all masonry or rock walls built by or for any lot owner shall be owned and maintained by the owner of the lot on or adjacent to which the wall is located, as the case may be. Neither Weber County nor the developer shall have any responsibility or liability whatsoever with regard to any aspect of any such walls, including defects therein.

This waiver and release is hereby made a part of sale of the lot(s) and the contract with regard thereto dated _____, 20__, shall survive the closing of any purchase transaction or transfer with regard to such lot(s), and constitutes a covenant running with the land. The burdens and benefits under this waiver and release shall be binding upon the undersigned and their successors, representatives and assigns. Should any term or provision of this Waiver and release Agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect. Should any action be brought to enforce the terms of this agreement, the prevailing party shall be entitled to recover their costs and attorney fees incurred in such action, whether or not suit is commenced, and at trial or on appeal.

By signing below, the undersigned acknowledges that they have carefully read and reviewed the terms of this Waiver and release Agreement and agree to its provisions.

Date

Date

(See attached acknowledgements)

(Acknowledgement for business entity or trust)

STATE OF _____)

ss:

Country of _____)

On this ____ day of _____, 20____, before me, a notary public, personally appeared _____ the _____ of _____, personally known for me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (s)he is executed the same on behalf of _____, by authority of _____.

Notary Public

(Acknowledgement for individual)

STATE OF _____)

ss:

Country of _____)

On this ____ day of _____, 20____, before me, a notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that (s)he/they executed the same.

Notary Public