

Quail Mountain, Lots 1-12
320 South 1300 East
Payson, UT 84651



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ANDREA ALLEN
UTAH COUNTY RECORDER
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DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

(Including Owner Association Bylaws)

Quail Mountain, Lots 1 through 12
A Single Family Lot Subdivision
Payson, Utah County, Utah

THIS DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 10 day of March 2022, by **DOUBLE A DEVELOPMENT**, a Utah limited liability company ("Declarant"), in its capacity as the owner and developer of Quail Mountain, Lots 1 through 12, a residential single family lot development in Payson City, Utah County, Utah (the "Development").

ARTICLE I

PURPOSE AND EFFECTUATION

1.1 Purpose. The purpose of this Declaration is to provide for the preservation of the values of Lots and Common Areas within the Development; and for the maintenance of a private sewer lift station.

1.2 Effectiveness. From and after the effective date hereof: (a) each part of the Development, and each Lot lying within the boundaries of the Development, shall comprise constituent parts of a single development; (b) the Development shall consist of 27 Lots, 12 of which (lots 1 through 12) shall be governed by this Declaration, and the Common Areas as described and depicted on any Plat; (c) the Declaration for the Development shall consist of this document following the recordation thereof in the Public Records, as the same may thereafter be supplemented or amended in accordance with the provisions thereof; and (d) the Plats of the Development shall consist of the instruments identified as Quail Mountain, Plat A and recorded in the Public Records.

ARTICLE II

DEFINITIONS

When used throughout this Declaration, including the title and preamble, the following terms shall have the meanings indicated:

Articles shall mean and refer to the Articles of Incorporation of the Association, which are or will be filed in the Office of the Division of Corporations and Commercial Code, State of Utah, as said Articles may be amended from time to time.

Assessment(s) shall mean the amount(s) levied and assessed by the Association against each Owner and such Owner's Lot (whether an Annual, Special or Specific Assessment) as described in the Association's Bylaws in ARTICLE VIII of this Declaration.

Association shall mean Quail Mountain Owners Association, a Utah nonprofit corporation.

Board shall mean the Board of Directors of the Association.

Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration in ARTICLES VI, VII and VIII.

City shall mean and refer to Payson City, Utah County, Utah, the municipality in which the Development is located and by which it has been permitted.

Common Area(s) shall mean all elements of the private sewer lift station located within an easement below the street in the intersection of 320 South 1300 East, Payson UT and the 3 inch forced main line running from the lift station south and terminating in the existing sewer line located in the intersection of 370 South and 1300 East, Payson UT.

Common Expenses shall mean and refer to those sums expended by the Association in carrying out its duties and responsibilities of maintenance, operation and management of the Common Areas, including, but not limited to: insurance premiums on coverages maintained by the Association; repairs and improvements upon Common Area; utilities and similar fees for which the Association may be responsible; and establishment and funding of any reserve accounts to cover major repairs to or replacements of Common Area.

Declarant shall mean Double A Development a Utah limited liability company, its successors and assigns, if any, as owner and developer of the Development.

Declaration shall mean this Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Owner Association Bylaws) pertaining to the Development, recorded in the Public Records, as the same may be amended from time to time.

Development shall mean lots 1 through 12 of the residential single family development known as Quail Mountain, located in the City, as it exists at any given time.

Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Development, as designated on the Plat, intended for single family residential use. Lot numbers shall identify each parcel, notwithstanding the assignment of a separate residential address to each Lot by the City as may be reflected on the Plat.

Managing Agent shall mean any person or entity appointed or engaged by the Association as Managing Agent of the Development as provided in Section 7.4 of the Declaration.

Mortgage shall mean any recorded first mortgage or first deed of trust encumbering a Lot: and

Mortgagee shall mean any mortgagee or beneficiary named in a Mortgage.

Owner shall mean any person who is the owner of record (as reflected in the Public Records) of a fee or undivided fee interest in any Lot, and any contract purchaser of any Lot. No Mortgagee, nor any trustee or beneficiary of a deed of trust or trust deed, shall be an Owner unless such party acquires fee title to a Lot pursuant to foreclosure or sale, or conveyance in lieu thereof. Declarant shall be an Owner with respect to each platted Lot owned by it, until such Lot is sold to a purchaser and title thereto passes from Declarant to such purchaser. Multiple Owners of a particular Lot shall be jointly and severally liable as to all responsibilities and obligations of an Owner.

Plat(s) shall mean and refer to any of the subdivision plats of the Development as approved by the City and recorded in the Public Records. Specifically, "Quail Mountain Plat A".

Property shall mean all real property to which the Declaration applies, including that described in Section 3.1 of the Declaration (EXHIBIT A)

Public Records shall mean the Office of the Utah County Recorder located in Provo, Utah.

Rules and Regulations shall mean and refer to those Rules and Regulations authorized, adopted, and promulgated to the Owners from time to time by the Board pursuant to the provisions of Section 7.3 of the Declaration.

ARTICLE III

PROPERTY DESCRIPTION

3.1 **Submission.** The Property which shall be held, transferred, sold, conveyed, and occupied, subject to the provisions of the Declaration, consists of the real property in the City, as set forth and described in EXHIBIT A, attached hereto and made a part hereof:

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights or obligations incident to, appurtenant to, or accompanying the above-described Property, whether or not the same are reflected on the Plat.

ARTICLE IV

DUTIES AND OBLIGATIONS OF OWNERS

4.1 **Assessments.** Each Owner shall be responsible for the prompt payment of any Assessments made pursuant to the provisions of the Declaration, including the Bylaws. Owners in violation of the provisions of this Section 4.1 will not be deemed to be in good standing for Association voting purposes, and may subject their Lot to lien and collection procedures as provided herein.

4.2 **Transfer of Interests.** Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his interests in his Lot to another, either voluntarily or by operation of law, shall be relieved of all obligations incurred under this Declaration following such transfer.

ARTICLE V**INSURANCE**

5.1 Liability Insurance. The Board at its option may procure and maintain from a company or companies holding a financial rating of Class A or better from Best's Key Rating Guide a policy or policies of public liability insurance to insure the Association, the Board, the Managing Agent and employees of the Association, and the Owners against claims for bodily injury and property damage arising out of the conditions of the Common Areas, or activities conducted thereon, under a Comprehensive General Liability form.

5.2 Fidelity Coverage. The Association may maintain fidelity coverage to protect against dishonest acts on the part of officers, Managing Agents, Directors and employees of the Association and all others (including volunteers), who handle, or are responsible for handling, funds of the Association. In that event, such fidelity coverage shall:

- (a) name the Association as an insured or obligee;
- (b) be written in an amount based upon the best business judgment of the Association and shall not be for less than the estimated maximum of funds (including reserve funds) in the custody of the Association or the Managing Agent at any given time during the term of each bond, but in no event be less than a sum equal to three months' monthly allocation of Annual Assessment on all Lots, plus reserve funds;
- (c) contain waivers of any defense based upon the exclusion of volunteers, or persons who serve without compensation, from any definition of "employee" or similar expression; and
- (d) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the insured or obligee.

5.3 Review of Insurance. The Board shall periodically, and whenever requested by Owners entitled to exercise at least twenty percent (20%) of the outstanding votes in the Association, review the adequacy of the Association's insurance program and shall report in writing the conclusions and any recommendations made on such review to the Owner of each Lot and to the holder of any Mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner and any Mortgagee.

5.4 Other Insurance Provisions. All insurance obtained pursuant to this ARTICLE VIII shall be written by insurers licensed in the state of Utah. Notwithstanding anything in this ARTICLE VIII to the contrary, any insurance required to be obtained by the Association pursuant to the provisions of this ARTICLE VIII shall be required only to the extent that such coverage is obtainable at reasonable rates and is customarily obtained with respect to improvements and facilities having the same or similar characteristics of the property or risks being insured.

ASSOCIATION BYLAWS

THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS DECLARATION AS ARTICLES XI, XII AND XIII. THE MISCELLANEOUS PROVISIONS OF ARTICLE XIV OF THIS DECLARATION SHALL BE APPLICABLE TO BOTH THE DECLARATION AND BYLAWS PROVISIONS, AS THE CASE MAY BE.

ARTICLE VI

BYLAWS - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

6.1 Membership. Every Owner, upon acquiring title to a Lot, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Lot ceases, for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association is mandatory, appurtenant to, and is not separated from, the ownership of the Lot giving rise thereto.

6.2 Voting Rights. The Association shall initially have two classes of voting memberships. Class A and Class B, votes of both classes being of equal value as to all matters, except for determining the presence or absence of a quorum at Association meetings, in which case such determination shall be made as if there were no Class B voting rights:

(a) **Class A.** Each Owner, including Declarant, shall be a Class A member entitled to one vote for each Lot in which such Owner holds the interest required for Association membership (See Section 6.3 as to voting by multiple Owners.)

(b) **Class B.** Declarant shall be the only member entitled to Class B voting rights which shall entitle Declarant to one vote for each Class A vote outstanding at the time (including those Class A voting rights to which Declarant is entitled). Class B voting rights shall terminate and become a nullity on the earlier of:

(i) the expiration of 60 days following the date on which the total outstanding Class B voting rights to which Declarant is entitled for Lots sold to third party purchasers equal 12; or

(ii) upon surrender of the Class B voting rights by Declarant in writing to the Association.

Upon termination of the Class B voting rights, all members, including Declarant, shall have equal Class A voting rights as to all matters.

6.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the single vote relating to such Lot shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the single vote appurtenant to such Lot be cast with respect to any single issue. A vote cast at any Association meeting or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the applicable Lot unless an objection is made at the meeting or in writing by another Owner of the same

Lot, in which event no vote will be counted with respect to such Lot, except to determine the presence or absence of a quorum.

6.4 Records of Ownership. Every Owner shall promptly cause to be duly filed of record in the Public Records the conveyance document (or in the case of a contract buyer, a copy of the recorded sales contract or notice of interest) to him of his Lot and shall file a copy of such conveyance document with the Secretary of the Association, who shall maintain a record of ownership of all Lots. Any Owner who mortgages his Lot or any interest therein shall notify the Secretary of the Association of the name and address of the Mortgagee and also of the release or change of any such Mortgage as it occurs. The Secretary of the Association shall maintain all such information in a book entitled "Records of Ownership." The Association may at any time obtain and rely on information from the Public Records regarding the Owners and Mortgagees of Lots.

6.5 Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Secretary of the Association in the notice thereof.

6.6 Annual Meetings. Annual meetings of the membership of the Association shall be held each year beginning in the year 2023 on such month, day and time as is set forth in the notice therefor; provided, that after the first such annual meeting, a month other than the month of the initial meeting may be chosen if it is deemed by the membership to be more convenient. At such annual meetings there shall be elected Directors of the Board, as needed, pursuant to the provisions of the Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before such meeting.

6.7 Special Meetings. The President shall call a special meeting of the Owners: (a) as directed by a resolution of the Board; or (b) upon a petition signed by Owners holding at least thirty percent (30%) of the total Class A votes of the Association having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice therefor unless consented to by a majority of the Owners present thereat, either in person or by proxy.

6.8 Notice of Meetings. Secretary shall mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least 10, but not more than twenty 20, days prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

6.9 Quorum. Except as provided in Section 13.10, Owners present in person or by proxy at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special; provided, however, that such Owners collectively be entitled to cast at least forty percent (40%) of the total Association votes eligible to vote.

6.10 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called, at which time the requirements for a quorum shall be reduced by one-half (1/2) of that required at the immediately preceding meeting.

6.11 Officers. The Association shall have a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may, if needed, appoint an Assistant

Secretary and Assistant Treasurer who need not be from the Board. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board in an organizational meeting of the Board to be held immediately following each annual meeting of Owners at which any member of the new Board has been elected; provided, that until the Board is elected by the Owners pursuant to Section 6.13, the Association duties may be performed by Declarant pursuant to the provisions of Section 6.12.

(a) **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties that are usually vested in the office of president of a similar type association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and records as the Board may direct and he shall, in general, perform all duties incident to the office of secretary of a similar type association.

(d) **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

6.12 Initial Composition of Board: Declarant Control. Declarant alone shall have the right: (a) to select the initial Board of Directors which may be composed of three Directors, none of whom need be Owners; or (b) to perform the duties of the Board in place of the Board. Such right of the Declarant to appoint the Board, or to perform its duties, shall remain in Declarant until the termination of the Class B voting rights as provided in Section 6.2(b), at which time the Association shall proceed to elect members of the Board in accordance with the Association's Bylaws as set forth in Section 6.13.

6.13 Board of Directors: Owner Control; Composition, Election, Vacancies. Subject to the provisions of Section 6.12, the Board shall be composed of three Directors, each of whom shall be an Owner (or an officer, director, or agent of a non-individual Owner). At the first annual meeting of Owners to elect a Board of Directors, one shall be elected to a three-year term, one to a two-year term, and one to a one-year term. As Directors' terms expire, new Directors shall be elected for three-year terms and shall serve on the Board until their successors are elected. Vacancies on the Board shall be filled by the remaining Directors from among the Owners. An appointee shall serve until the next annual meeting of Owners when either he or his successor shall be elected for the unexpired term of the Director he was appointed to replace. The Owners may increase the maximum number of Directors to five at any annual meeting of Association members at which such increase is properly placed on the notice and agenda for such meeting.

6.14 Indemnification of Board. Each of the Directors shall be indemnified and held harmless by the Lot Owners against all costs, expenses, and liabilities whatsoever (excluding any fraudulent and/or criminal actions) including, without limitation, attorneys fees reasonably incurred in connection with any proceeding in which such Director may become involved by reason of being, or having been, a member of the Board.

6.15 Board Meetings, Quorum, Board Action. The Board of Directors shall establish its rules for meetings, whether regular or special. A majority of current Board members shall constitute a quorum of the Board. The action of a majority or those Directors attending a meeting at which a quorum is present shall be sufficient to constitute the action of the Board. Action by consent shall require the unanimous written consent of all serving Directors.

ARTICLE VII

BYLAWS - DUTIES AND POWERS OF THE ASSOCIATION

7.1 Duties of the Association. The Association, through its Board of Directors, is responsible for the maintenance of Common Areas; the determination, imposition and collection of Assessments; the enforcement of the provisions of this Declaration; and, in general, the preservation of the residential quality and character of the Development to the benefit and general welfare of the Owners. Without limiting any other duties which may be imposed upon the Association by its Articles, Bylaws, or the Declaration, the Association shall have the obligation and duty to do and to perform the following:

- (a) Accept all Owners as members of the Association;
- (b) Accept title to all Common Area personal property conveyed to it, whether by Declarant or by others, but may refuse if the same is not free and clear of liens and encumbrances;
- (c) Maintain, repair and replace any Common Areas;
- (d) Pay and account for all items of Common Expenses;
- (e) Obtain and maintain in force the policies of insurance or bonds required of it by the provisions ARTICLE V of the Declaration; and
- (f) File or cause to be filed as required U. S. Income Tax Return for Homeowners Associations (IRS Form 1120H).

7.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles and Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of the Declaration and the Bylaws, as well as the Utah Revised Nonprofit Corporation Act. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- (a) The Association shall 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 enjoin any breach or threatened breach of the Declaration, the Bylaws or any Rules and Regulations promulgated by the Board pursuant to Section 7.3 hereof: or to enforce by mandatory injunction, or otherwise, any of the provisions of the Declaration, the Bylaws and such Rules and Regulations.

(b) In fulfilling any of its duties under the Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas, or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, the Association shall have the power and authority to obtain, contract and pay for:

(i) Construction, maintenance, and repair of the Common Areas on such terms and conditions as the Board shall deem appropriate;

(ii) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of the Association, the members of the Board, and the Owners:

(iii) Such Common Area related utility services as the Board may from time to time deem necessary or desirable;

(iv) The services of architects, engineers, attorneys, certified public accountants, and such other professional or nonprofessional services as the Board may deem desirable;

(v) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any portion of the Development; and

(vi) Such materials, supplies, equipment, services and labor as the Board may deem necessary.

7.3 Association Rules and Regulations. The Board from time to time, subject to and not inconsistent with the provisions of the Declaration or the Bylaws, may adopt, amend, repeal and enforce reasonable Rules and Regulations governing, among other things all matters concerning the use and enjoyment of the Common Areas.

7.4 Managing Agent. The Association may engage (but is not required to do so) a responsible corporation, partnership, firm, person or other entity, as the Managing Agent to manage, control, and administer the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be reasonable as specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause, and without payment of any termination fee, upon 30 days' written notice thereof. Any Managing Agent shall be an independent contractor and not an employee.

7.5 Limitation of Liability. No member of the Board, acting in good faith, shall be personally liable to any Owner, guest, tenant or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee of the Board, or the Managing Agent.

ARTICLE VIII BYLAWS - ASSESSMENTS

8.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant with, and agree to pay to the Association the Assessments described in this ARTICLE VIII, as and when levied, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute, and remain:

(a) a charge and continuing lien upon the Lot with respect to which the Assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the Assessment is levied. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights in the Common Areas, or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee thereof shall be jointly and severally liable with the grantor for all unpaid Assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, all of 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.

8.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the Development and the collective interests of the Owners therein, including, but not limited to, payment of the Common Expenses and any other expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under the Declaration, the Articles, the Bylaws, or the Rules and Regulations.

8.3 Annual Assessments. Annual Assessments shall be computed and assessed against all Lots in the Development based upon advance estimates of the Association's cash requirements, as set forth in Section 8.4, to provide for the payment of Common Expenses.

8.4 Annual Budget. Annual Assessments shall be determined on the basis of a fiscal year ending December 31; provided, however, the first fiscal year shall begin upon the close of sale of the first Lot in the Development to the first purchasing Owner. On or before December 15 of each fiscal year thereafter, the Board shall prepare and furnish to each Owner an operating budget for the upcoming fiscal year. The operating budget for the first fiscal year shall be prepared and furnished to each Owner on or before such Owner's initial purchase. The budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, and any deficit or surplus from the previous operating period. The budget shall serve as the supporting document for the Annual Assessments for each upcoming fiscal year, and as the major guideline under which the Development shall be operated during such fiscal period.

8.5 Notice and Payment of Annual Assessments. Except with respect to the short period of its first fiscal year, as provided in Section 8.4, the Association shall notify each Owner as to the amount of the Annual Assessment against his Lot on or before December 15 of the year preceding the year for which such Annual Assessment is made. Each Annual Assessment shall be payable in 12 equal monthly installments, with each such installment due and payable on the first day of each calendar month during the fiscal year to which the Annual Assessment relates; provided that the Annual Assessment for the first fiscal period shall be based upon that portion of such fiscal period as follows the close of sale of the first Lot in the Development to the first purchasing Owner, and shall be payable in such installments and at such times as the Association, in the sole discretion of its Board, may determine. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver of, or modification in any respect of, the provisions of the Declaration, or a release of any Owner

from the obligation to pay such Annual Assessment, or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date at least 15 days after notice of such Annual Assessment shall have been given to the Owner in the manner provided in Section 9.1.

8.6 Initial and Transfer Fees. Each Owner (other than Declarant), shall be required to prepay at the time of purchase of his Lot, whether as a first time or a subsequent Owner, a sum equal to three times the then monthly installment of the Annual Assessment, which sum shall be in addition to any proration of the Annual Assessment which may be due for the month in which such purchase takes place. The fees required by this Section 8.6 shall become part of the Association's general fund to be utilized as necessary for payment of Common Expenses and as administration costs in setting up new Owner files.

8.7 Maximum Annual Assessment. Until January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall not exceed the amount per Lot that is determined by the Board pursuant to the provisions of Section 8.4. From and after January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased by the Board each calendar year thereafter (non-cumulatively) by not more than twenty percent (20%) above the maximum Annual Assessment for the previous year, without the vote of Owners entitled to cast a majority of the Association votes at an annual or special meeting of the Association.

8.8 Special Assessments. The Association may levy Special Assessments for the purpose of defraying, in whole or in part: (a) any Common Expense or other expenses not reasonably capable of being fully paid or anticipated with funds generated by Annual Assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to, or replacement of, infrastructure or improvements within the Common Areas. Any such Special Assessment shall be apportioned among and assessed to all Lots in the same manner as Annual Assessments. Such Special Assessments must be assented to by at least sixty percent (60%) of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least 10, but not more than 30, days prior to such meeting date.

8.9 Uniform Rate of Assessment. All Annual and Special Assessments authorized by Sections 8.3 and 8.8, respectively, shall be fixed at a uniform rate for all Lots; provided, however, that no Annual or Special Assessments shall be due and payable until a Lot has been fully improved. During the period of time that Declarant holds the Class B voting rights in the Association, if assessed fees collected by the Association fail to adequately meet Common Expenses, then Declarant shall pay any shortfall.

8.10 Quorum Requirements. The quorum at any Association meeting required for any action authorized by Section 8.8, shall be as follows: At the first meeting called, the presence of Owners or proxies entitled to cast sixty percent (60%) of the total Association votes eligible to vote shall constitute a quorum. If a quorum is not present at the first meeting, or any subsequent adjourned meeting, another meeting may be called (subject to the notice requirements set forth in said Section 8.8) at which the quorum requirement shall be one-half ('h) of the quorum which was required at the immediately preceding meeting.

8.11 Specific Assessment. In addition to the Annual Assessment and any Special Assessment authorized pursuant to Sections 8.3 and 8.8, respectively, the Board may levy at any time a Specific

Assessment: (a) on any Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on any Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to any of the provisions of the Declaration. The aggregate amount of any such Specific Assessment shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action taken, including all overhead and administrative costs, and all attorney's fees and costs, if any, and shall be allocated among the affected Lots according to the magnitude of special benefit, or cause of damage, or maintenance, or repair work, or enforcement action, as the case may be. Such Assessment may be also made in advance of the performance of work requested to be furnished by the Association. If a special benefit arises from any improvement which is part of the general maintenance or operation obligations of the Association, it shall not give rise to a Specific Assessment against the Lots benefitted.

8.12 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payment of 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 rely thereon in good faith.

8.13 Effect of Nonpayment; Remedies. Any Assessment (whether Annual, Special or Specific) not received within 10 days of the date on which it, or any installment thereof, becomes due shall be subject to a late charge not to exceed 5% thereof, which, together with interest and costs of collection, shall be, constitute, and remain a continuing lien on the affected Lot. If any Assessment is not received within 10 days after the date on which it becomes due, the amount thereof shall also bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month; and the Association may bring an action against the Owners personally liable therefore, or may foreclose its lien against the Lot pursuant to provisions of Title 57, Real Estate, of the Utah Code, as amended, applicable to the exercise of powers of sale in deeds of trust, by foreclosure as a mortgage, or in any other manner permitted by law. Any judgment obtained by the Association in connection with the collection of delinquent Assessments and related charges shall include reasonable attorney's fees, court costs, and every other expense incurred by the Association in enforcing its rights. Failure of the Association to promptly enforce any remedy granted pursuant to this Section 8.13 shall not be deemed a waiver of any such rights.

8.14 Subordination of Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate to the lien of any Mortgage given in the first instance to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such Mortgage or a purchaser who comes into possession of or becomes the Owner of a Lot by virtue of the foreclosure of such Mortgage, or the exercise of a power of sale under such Mortgage, or by deed in lieu of foreclosure, shall take free of such Assessment lien as to any Assessment installment which accrues or becomes due prior to the time such holder or purchaser comes into possession or ownership of such Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage, or by exercise of such power of sale, in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer of a Lot in connection with any foreclosure of a Mortgage shall relieve the same from the lien of any Assessment installment, or portion thereof, thereafter becoming due.

8.15 No Abatement. No diminution or abatement of any Assessments shall be claimed or allowed for inconvenience, annoyance, or discomfort arising from: (a) any construction (or lack of construction) within the Development; (b) the making of (or failure to make) any repairs or improvements to, or the maintenance of, any Common Areas of the Development; or (c) any action taken to comply with the provisions of the Declaration or with the laws, ordinances, regulations, rules, or orders of any applicable governmental authority.

ARTICLE IX

GENERAL PROVISIONS

9.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person, as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or any officer or Board member of the Association or to the Association's Registered Agent as reflected in the Association's records at the Office of the Division of Corporations and Commercial Code for the State of Utah.

9.2 Amendment. This Declaration may be amended (as opposed to terminated) by an instrument recorded in the Public Records which is executed either: (a) by Owners who collectively hold at least sixty percent (60%) of the total outstanding votes in the Association; or (b) by the Association's President and Secretary, who shall certify that the required sixty percent (60%) vote was obtained in a meeting of Owners, or by consent of Owners, and is so documented in the permanent records of the Association excepting those items listed in section 9.9 Duration /Termination which require a ninety percent (90%) vote. No amendment to any provision of this Declaration which has the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant (in its capacity as Declarant), shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is specifically consented to in writing by Declarant.

9.3 Action Without Meeting; Action by Written Ballot. Any action that may be taken at any annual or special meeting of the Association by the Owners may be taken without a meeting and without prior notice by written consents upon compliance with the provisions of Section 16-6a-707 of the Utah Revised Nonprofit Corporation Act. Similarly, action may be taken by written ballot upon compliance with the provisions of Section 16-6a-709 of such Act.

9.4 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration, or in any way relating to the Development, may be assigned without the consent of any Owner or Owners.

9.5 Interpretation. The captions pertaining to the ARTICLE and Section numbers of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which

shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

9.6 **Condemnation.** If at any time or times an insubstantial or minor part of the Common Area or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Area. In the event of any other taking or condemnation, the interests of the Association, the Owners and Mortgagees shall be as they may appear.

9.7 **Covenants to Run with Land.** This Declaration and all the 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 Declarant, all parties who hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms and provisions of this Declaration and the provisions of any Rules and Regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every covenant, condition, and provision of this Declaration.

9.8 **Enforcement of Restrictions.** The Association, any Owner, or any Mortgagee, shall have the right to exercise or seek any remedy at law or in equity to interpret, enforce compliance with, or obtain redress for violation of, this Declaration. The prevailing party in any such action shall be entitled to collect court costs and reasonable attorney's fees.

9.9 **Duration/Termination.** This Declaration shall remain in effect until such time as there is recorded in the Public Records, following the approval of the City authorizing such termination, an instrument of termination which incorporates and recites the authority of such municipality and which is executed by at least ninety percent (90%) of the total outstanding votes of the Association.

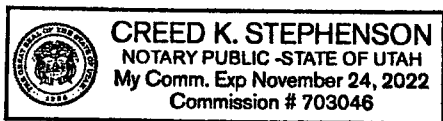
9.10 **Effective Date.** This Declaration, and any amendment or supplement thereto, shall take effect upon being filed for record in the Public Records.

EXECUTED by Declarant on the day and year first above written.

By: [Signature] Date: 3/10/2022
Name: Pete Mittanck Title: member

COUNTY OF UTAH)
: ss.

STATE OF UTAH)
On the 10th day of March, 2022 ~~2021~~, personally appeared before me Jacob Pete Mittanck as Member of Double A Development a Utah limited liability company, the signor of the within instrument who duly acknowledged before me that (s)he executed the same



[Signature]
NOTARY PUBLIC

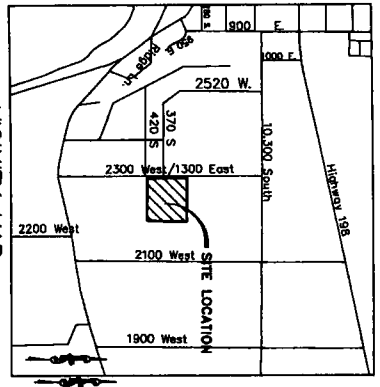
EXHIBIT A

to

DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

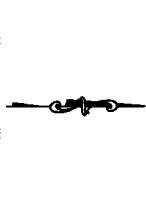
QUAIL MOUNTIAN

"Property" as defined herein shall be the real property identified as lots 1 through 12 and outlined in ~~red~~
on the attached plat map. *bold*



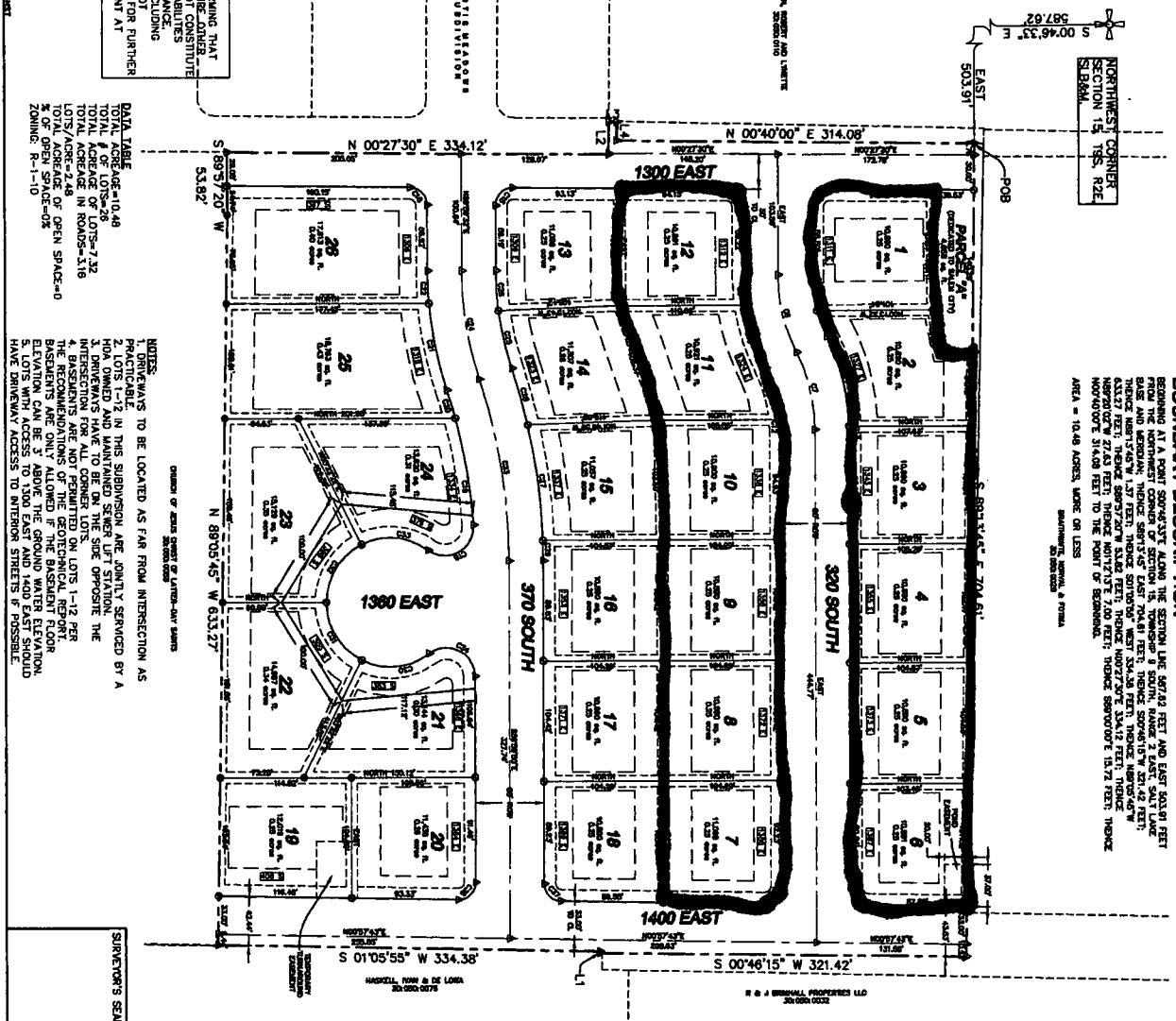
VICINITY MAP
-NTS-

LEGEND
SECTION CORNER MONUMENT (ROUND BRASS CAP)
SET 5/8" IRON PIN
CALCULATED POINT, NOT SET
PROPERTY BOUNDARY
RIGHT-OF-WAY LINE
LOT LINE
LOT CORNER
EXHIBIT STATION
LOT MARKERS



ENGINEER/ARCHITECTURE FIRM
ATLAS ENGINEERING AND ARCHITECTURE
2500 SOUTH
SPRINGFIELD, UTAH 84606
PH: 801-465-0108
WWW.ATLAS-ARCHITECTURE.COM
(801) 472-8388

PLANNING COMMISSION APPROVAL
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY, BECAUSE CONSENT HAS BEEN GIVEN BY THIS DEVELOPER, THIS APPROVAL DOES NOT CONSTITUTE AN ENDORSEMENT OF ANY DESIGN OR CONSTRUCTION. APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DECLARATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION, CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-368-6532.
APPROVED THIS _____ DAY OF _____ 20____
DOMINION ENERGY COMPANY
BY _____
TITLE _____



DATA TABLE
TOTAL ACRES: 10.48
TOTAL ACRES OF LOTS: 7.32
TOTAL ACRES IN ROADS: 3.16
TOTAL ACRES OF OPEN SPACE: 0
ZONING: R-1-10

NOTES:
1. DRIVEWAYS TO BE LOCATED AS FAR FROM INTERSECTION AS PRACTICABLE.
2. HOA OWNED AND MAINTAINED SENIOR LIFT STATION.
3. DRIVEWAYS HAVE TO BE ON THE SIDE OPPOSITE THE INTERSECTION FOR ALL CORNER LOTS.
4. THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, BASEMENTS ARE ONLY ALLOWED IF THE BASEMENT FLOOR ELEVATION CAN BE 3' ABOVE THE GROUND WATER ELEVATION.
5. LOTS WITH ACCESS TO 3200 EAST AND 1400 EAST SHOULD HAVE DRIVEWAY ACCESS TO DIVISION STREET IF FEASIBLE.

NORTHWEST CORNER
SECTION 15, T8S, R2E
S 56°46'33" E 367.62'
E 503.91'
FOB

BOUNDARY DESCRIPTION
DATE _____
SEE DESCRIPTION TO THE LEFT.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYORS' MAP, HAVE HEREBY DEDICATED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.
I, _____, A WITNESS HEREOF, WE HAVE HERETO SET OUR HANDS THIS _____ DAY OF _____, A.D. 2022.

ACCEPTANCE BY LEGISLATIVE BODY

THE HEREBY ACCEPTS THE DESIGN OF THIS SUBDIVISION AND APPROVES THE SUBDIVISION AND APPROVES THE DESIGN OF THIS SUBDIVISION FOR THE OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 2022.

MAYOR CITY ATTORNEY

ENGINEER (SEE SEAL) CLERK-RECORDER

APPROVED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____, A.D. 20__

CHAIRPERSON

DIRECTOR

FIRE CHIEF APPROVAL A.D. 2022

APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____, A.D. 2022

CITY FIRE CHIEF

QUAL MOUNTAIN
FINAL PLAT
PAYSON CITY, UTAH COUNTY, UTAH
LOCATED IN THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH.
SHEET 1 OF 2

CITY RECORDER CITY ENGINEER UTAH COUNTY RECORDER SEAL