

When recorded, please mail to:
Mountain Vista Development, Inc.
c/o Derek Ellis
688 East 12225 South Suite 201
Draper, Utah 84020

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CANYON VILLAGE RUST SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, hereinafter called "CCRs" is made and executed this 13 day of May, 2018, by Mountain Vista Homes, Inc., a Utah corporation, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is owner, or will become the owner, to that certain real property described in 1.1 hereof, and has authority and desires to impose upon the property mutually beneficial restrictions upon improvement thereto and uses thereof. Declarant does hereby publish and declare that all of the property described in 1.1 hereof is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to all of the conditions, covenants, restrictions, uses, limitations, and obligations contained in this declaration, all of which are declared and agreed to be to the mutual benefit and for the improvement of the said property, and each part thereof, and the division of the property into tracts, and shall be deemed to run with the land and shall be a burden and benefit to Declarant, its successors, assigns, heirs and personal representatives, and any person acquiring or owning an interest in the real property and improvements thereon, their grantees, successors, heirs, personal representatives, and assignees; and,

WHEREAS, there is a parkstrip at the property that borders Copper Canyon Road (a/k/a Broadway) and which may, subject to expansion under Section 1.3 herein, border Pine Canyon Road. Said parkstrip is intended to benefit all of the lots in the Property, as defined herein, and the City of Tooele requires that an HOA be formed to maintain the trees in that parkstrip; and,

NOW THEREFORE, Declarant hereby declares as follows:

**ARTICLE I
PROPERTY OWNED**

1.1 Property Description. The property covered by this description is located in the City of Tooele City, Tooele County, State of Utah, and described as follows:

See attached Exhibit "A",

and shall be hereinafter referred to as "Property".

1.2 Filing of Plat. Declarant has prepared and contemplates recording with this declaration (or has recorded) a plat of the property, under the name of "Canyon Village – Rust – Phase 1 Subdivision", dividing the Property into 27 lots. Uses and restrictions specified on the plat are incorporated herein by reference and the plat and this declaration shall be construed together.

1.3 Expansion. For a period of twenty (20) years from the date of recording of this Declaration in the office of the Tooele County Recorder, County of Tooele, State of Utah, Declarant reserves the right at its sole election to expand the Properties to include additional property more particularly described below by unilateral action of Declarant without the consent of owners.

The property, all or part of which may be included in one or more expansions, is located in Tooele County, Utah and is more particularly described as follows:

See attached Exhibit "B".

Expansion shall occur upon filing by the Declarant of:

- A. An additional subdivision plat or plats creating additional lots on the property described on Exhibit "B" or any part thereof, stating on each plat the intention to have the property described on said plat bound by the 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 lots for single-family or multi-family dwellings. Owners in the original and expansion areas shall have the same rights to the use and enjoyment of the property in the original area and in the expansion area.

ARTICLE II **USE RESTRICTIONS**

2.1 Land Use and Building Type. Lots 101 through 121 shall be used only for detached single-family residential purposes. Lots 122 through 127 shall be used only for attached multi-family units, townhomes, or condominiums. As used herein, the term "family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c)

handling personal, business or professional telephone calls or correspondence therefrom. Unit, as used herein, shall mean each single-family residence on lots 101 through 121 and shall mean each unit, townhome, or condominium on Lots 122 through 127.

2.2 Care and Maintenance of Lots. The Homeowner's Association, as defined herein, shall keep Lots 122, 123, 124, 125, 126, and 127 free from rubbish, litter and noxious weeds and perform all maintenance thereon, including landscaping. All structures and improvements shall be maintained by each owner on said Lots in good condition and repair at all times. Each Lot shall be subject to an easement for access to make repairs upon adjoining Lots and structures; provided however, that:

- (a) Any damage caused by such entry shall be repaired at the expense of the owner whose property was the subject of the repair work which caused the same;
- (b) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the entered Lot; and
- (c) In no event shall said easement be deemed to permit entry into the interior portion of any home.

The owner of each Lot numbered 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, and 121 shall keep the same free from rubbish, litter and noxious weeds and perform all maintenance thereon, including landscaping (not adjacent to Canyon Village Road). In the event any owner fails to perform this maintenance in a manner so as not to detract from the appearance of the property, or affect adversely the value or use of any other lot, the Homeowners Association shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall be added to and become a lien against such Lot.

2.3 Parkstrip. There will or currently exists a sidewalk and parkstrip that borders Copper Canyon Road (a/k/a Broadway) and which borders or falls on lots 101, 102, 123, 124, 125, 126, and 127. Through expansion, as contemplated by Section 1.3 herein, the Declarant may add additional property that will be subject to this Declaration and which will add parkstrip on future Lots that border Copper Canyon Road (a/k/a Broadway) and Pine Canyon Road. The Homeowner's Association, as defined herein, shall be responsible to maintain all of said parkstrip and sidewalks that fall within the subdivision and that are or will adjoin Copper Canyon Road (a/k/a Broadway) and Pine Canyon Road. The costs of such maintenance shall be born through assessments to Lots 122, 123, 124, 125, 126, and 127 with no costs or assessment for said maintenance to be paid by any Lots 101 through 121 or any lots added through expansion in Section 1.3 of this Declaration. Each Lot that adjoins or includes parkstrip shall be subject to an easement for access to make repairs upon the parkstrip and the sidewalk.

2.4 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction or flow of drainage channels in the easements, or which may 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 continuously as though part of the Lot and in accordance with Section

2.2, except for those improvements for which a public authority or utility company is responsible. The title holder of each Lot shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

2.5 Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

2.6 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the Subdivision.

2.7 Rules and Regulations. The Board of Directors shall have the authority to promulgate rules and regulations for the governance of the Property and persons within the Property. These rules of the Association shall be compiled and copies shall be made available by the Directors for inspection and copying at a reasonable cost.

2.8 Declarant Business, Marketing, and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant, or its written designee, 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 of homes and sale of lots during the Development Phase, and upon such portion of the Property including lots or common area, if any, as Declarant deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices. Development Phase is defined as that time period that commences upon recordation of the Plat and these protective covenants, and continues until such time as the Declarant no longer owns a Lot within the Property. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of any lots or any common area and facilities thereon, if any, without charge during the sales and construction period to aid in its marketing activities.

ARTICLE III **RESIDENTIAL STANDARDS**

3.1 Quality. It is the intention and purpose of these covenants to ensure that all residences within this development shall be of a high quality of workmanship and materials, and that as each home is built, it shall enhance the value of the other homes in the subdivision. All residences shall be constructed according to the ordinances, building code, and other laws in effect at the time of construction for Tooele City.

3.2 Plan Approval and Permit. No construction of a residence, major alteration thereto, building of fences or other major improvement, or major landscaping construction, shall be undertaken until plans for each such project have been submitted and approved by the building department of Tooele City. No home, accessory or addition to a home, other structure or building

shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefor is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Architectural Control Committee to refuse to approve any such matter.

3.3 Site Location. No building shall be located on any lot nearer to the lot lines than as required by the building codes and ordinances of Tooele City at the time of construction. For the purposes of this covenant, steps, porches and patios without cover shall only be considered as part of the building as contemplated by the building codes and ordinances of the city of Tooele City.

3.4 Landscaping. Landscaping shall be completed in accordance with the building codes and ordinances of Tooele City.

ARTICLE IV

HOMEOWNER'S ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

4.1 Homeowner's Association. A homeowner's association know as Canyon Village Rust Homeowner's Association shall be incorporated under the laws of the State of Utah. "Association" shall mean and refer to Canyon Village Rust Homeowner's Association, a Utah non-profit corporation. "Board" shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles and Bylaws of the Association.

4.2 Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest and shall not be separated from the Lot to which it appertains.

4.3 Voting Rights. The Association shall have the following described three classes of voting membership.

Class A. Class A Members shall be all Lot Owners of Lots 101 through 121, other than the Declarant. Class A Members shall be entitled to two (2) votes for each Lot in which the interest required for membership in the Association is held.

Class B. Class B Members shall be all Owners of Units, townhomes, or condominiums on Lots 122 through 127, other than the Declarant. Class B Members shall be entitled to one (1) vote for each Unit in which the interest required for membership in the Association is held. In no event, however, shall more than one Class B vote exist with respect to any Unit. It is anticipated that Lots 122 through 127 will ultimately have four (4) Units per Lot and so, in no event, shall more than four (4) Class B votes exist with respect to any Lot of the Lots 122 through 127.

Class C. The Class C Member shall be the Declarant. The Class C Member shall be entitled to six (6) votes for each Lot (including Lots 122 through 127) in which it holds the interest required for Membership in the Association. The Class C Membership shall automatically cease and be converted to either Class B or Class B Membership (depending on the relevant Lot or Unit that gives rise to the Membership on the first to occur of the following events:

- (a) When the total number of votes held by all Class A and Class B Members equals the total number of votes held by the Class C Member;
- (b) Resignation of the Declarant; or
- (c) The expiration of eight (8) years after the date on which the Declaration is filed for record in the office of the County Recorder of Tooele County, Utah.

4.4 **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot or Unit (on Lots 122 through 127) the votes relating to such Lot or Units shall be exercised as such Owners may determine among themselves. The votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the votes attributable to the Lot or Unit concerned unless an objection is made, the votes involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

4.5 **Record of Ownership.** Every owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer a copy of the sales contract) to him of his Lot or his Unit. Each owner shall file a copy of such conveyance document (or contract) with the secretary of the Association with a transfer fee of \$25.00, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Special Assessment" in accordance with the provisions of section 5.3.

4.6 **Subsidiary.** The Homeowner's Association or the Declarant shall hereby be authorized to establish a Utah non-profit corporation that shall be a subsidiary of the Homeowner's Association (the "Subsidiary"). The Subsidiary may be formed at any time after approved by the Declarant or the recordation of condominium plats for Lots 122 through 127. The members of the Subsidiary shall exclusively be the owners of the Units on Lots 122 through 127. The Subsidiary shall have the same authorities as detailed in these Covenants but only with regard to Lots 122 through 127, including but not limited to the authority to assess, to enforce these covenants, to hire management, to direct reserve studies, and to conduct business all as such applies to Lots 122 through 127. The Subsidiary shall have no authority over the Homeowner's Association, but the Homeowner's Association may delegate responsibilities to the Subsidiary it desires to delegate to the Subsidiary, such as the maintenance of the parkstrip and sidewalk that border Copper Canyon

Road (a/k/a Broadway) and Pine Canyon Road. The members, who are owners of units on Lots 122 through 127, shall each have one vote in the Subsidiary, once established. Consistent with Section 8.5, these covenants and the Subsidiary can be amended at any time by Declarant prior to the sale of 95% of all lots in Phase I, together with 95% of all lots in the expansion areas defined above, and thereafter as set forth in this document.

ARTICLE V

COVENANT FOR ASSESSMENTS

5.1 Creation of Assessment Obligation. Each Owner of any unit constructed upon any lot numbered 122, 123, 124, 125, 126, and 127, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) Annual Assessments for maintenance expenses (including maintenance or repairs of all parkstrips and sidewalk adjacent to Copper Canyon Road (a/k/a Broadway) and Pine Canyon Road), (2) Special Assessments, (3) Corrective Assessments, and (4) any other amount or assessment levied by the Board pursuant to this Declaration; all such assessments to be established and collected as provided in this Declaration. Each Owner of any lot numbered 101 through 121, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) Special Assessments, (2) Corrective Assessments, and (3) any other amount or assessment levied by the Board pursuant to this Declaration; all such assessments to be established and collected as provided in this Declaration. Each Owner of any lot numbered 101 through 121 shall not be obligated to pay for the maintenance or repairs of all parkstrips and sidewalk adjacent to Copper Canyon Road (a/k/a Broadway) and Pine Canyon Road. The Association shall not levy or collect any Annual Assessment, Special Assessment or Corrective Assessment that exceeds an estimated amount necessary for the purpose or purposes for which it is levied. All such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be charge on the respective lot or unit constructed upon any lot and shall be a continuing lien upon the Lot or Condominium against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, if applicable, shall also be and remain the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. This personal obligation cannot be avoided by abandonment of a Lot or Condominium or by an offer to waive use of the common area. The personal obligation for delinquent assessments liability shall not pass to any new Owner ("Purchaser") successors in title unless expressly assumed by such Purchaser. For the purpose of assessment, the term "Owner" shall exclude the Declarant, provided that the Declarant or its assigns shall have the obligation to subsidize the Association until control of the Association passes to the Owners. Subsidization shall be defined as the payment of the reasonable cash needs of the Association for ordinary and necessary maintenance expenses (not including reserves or capital replacement). The determination of the reasonable cash needs for ordinary and necessary maintenance expenses shall be within the sole discretion of the Board and Declarant shall have no liability to the Association if subsequent Boards shall disagree with the determination of the Board which made such determination. In no event, however, shall the subsidy exceed the monthly assessments.

5.2 Annual Assessments. Annual Assessments shall be used to satisfy expenses of the Association, as provided herein and in the Bylaws which are primarily expenses for the maintenance of Lots 122, 123, 124, 125, 126, and 127. The initial Annual Assessment shall be

determined by the board and shall be commensurate to the amount necessary to cover maintenance of the Lots 122, 123, 124, 125, 126, and 127 and all parkstrips and sidewalk adjacent to Copper Canyon Road (a/k/a Broadway) and Pine Canyon Road on an annual basis, all payable in twelve (12) equal monthly installments due on the first day of each month. There will be no annual assessments on lots upon which a dwelling unit or condominium has not been constructed. There will be no annual assessments on lots 101 through 121. The Annual Assessment shall be based upon the Budget prepared by the Board.

5.3 Special Assessments. In addition to the Annual Assessment, a Special Assessment can be assessed to pay the costs of any one or more of the following:

- (a) Approved by Board. Special Assessments for the following extraordinary expenses can be levied by the Board without Member approval:
 - i. An extraordinary expense required by an order of a court or taxes; and
 - ii. An extraordinary expense necessary to repair or maintain the common area or any portion thereof for which the Association is responsible where a threat to personal safety on the common area is discovered. Prior to the imposition or collection of a Special Assessment pursuant to this subsection, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was necessary and was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Members with the notice of Assessment.

- (b) Approved by Association. Special projects which must be assented to by more than fifty percent (50%) of all votes which Members represented in person, by proxy, or ballot are entitled to cast at a meeting duly called and held for such purpose pursuant to the Bylaws involve:
 - i. the replacement or improvement of the common area or Improvement thereon; and
 - ii. an extraordinary expense necessary to repair or maintain the common area or any portion thereof for which the Association is responsible.

5.4 Uniform Rate of Assessment. Annual Assessments imposed pursuant to this Declaration shall be assessed equally and uniformly against all owners of Units on lots 122, 123, 124, 125, 126, and 127, except that unimproved lots or units shall not pay any Annual Assessment for the unimproved lot. Special Assessments imposed pursuant to this Declaration shall be assessed equally and uniformly against all Owners and their lot or unit.

5.5 Corrective Assessments. In addition to the Annual Assessment and any Special Assessments, the Association may levy Corrective Assessments against a particular Owner and his lot or unit to pay the following: costs directly attributable to, or reimbursable by, that Owner, equal to the costs incurred by the Association for corrective action, performed pursuant to the provisions of this Declaration, plus interest and other charges on such Corrective Assessments.

The Board shall deliver a Notice of Noncompliance by the Board and Right to Hearing to the Owner upon whom it intends to levy a Corrective Assessment. Corrective Assessments shall be due and payable within (45) days following delivery of Notice of Board Adjudication and shall bear interest thereafter at the rate of eighteen percent (18%) per annum until paid in full.

5.6 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments herein:

All portions of the Properties dedicated to and accepted by a local public authority; and

Declarant's unfinished lots within the Subdivision; finished lots for this purpose shall mean lots where structures have been completed and for which a certificate of occupancy has issued.

5.6 Preparation of Budget. The Board shall prepare a Budget to be presented to the Members at the annual meetings of the Members held as provided in the Bylaws.

5.7 Reserve Fund. The Board shall, on behalf of the Association, cause to be funded through Annual Assessments or other periodic assessments an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacement to the areas for which maintenance is a responsibility of the Association.

ARTICLE VI **ENFORCEMENT**

6.1. Violation Constitutes Nuisance. Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant, the Association, or a Lot owner or owners. The remedies provided for hereunder shall be deemed cumulative and not exclusive.

6.2. Enforcement. Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Declarant and of the lot owners or unit owners from time to time of any lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said 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 compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or a lot owners or unit owners; 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 said lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorneys fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall

constitute a lien on such Lot owner's Lot, and shall also be a personal obligation of said Lot owner, enforceable at law, until such payment therefore is made.

6.3. Right to Enforce. The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by the Declarant or a lot owners or unit owners, and each of their legal representative, heirs, successors and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

6.4 Nonpayment of Assessments; Remedies. Any assessment installment payment not paid when due shall, together with the hereinafter provided for, late fees, interest and costs of collection, be, constitute, and remain a continuing lien on the lot or unit provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any Mortgage on the lot or unit recorded prior to the date any such installment payment on assessments become due. If any installment payment on the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum plus a late payment service charge of twenty-five dollars (\$25.00), or such larger amount as set by the Board, provided the charge does not exceed twenty-five percent (25%) of the amount of the installment payment, and the Association may, in its discretion, bring an action either against the Owner or to foreclose the lien against the Lot or Condominium. Any judgment obtained by the Association and any foreclosure commenced shall include reasonable attorney fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

ARTICLE VII INSURANCE

7.1 Insurance Obligations of Owners. Each Owner is encouraged to secure and keep in force at all times fire and extended coverage insurance which shall be equal to or greater than fire and extended coverage and shall be at least equal to that commonly required by private institutional mortgage investors in the area in which the mortgaged premises are located. The policy should provide, as a minimum, fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The amount of coverage shall be sufficient so that in the event of any damage or loss to the mortgaged premises of a type covered by the insurance, the insurance proceeds shall provide at least the lesser of: (i) compensation equal to the full amount of damage or loss, or (ii) compensation to the first Mortgagee under the mortgage equal to the full amount of the unpaid principal balance of the Mortgage Loan. However, the Board may elect to take advantage of discounts and/or improved coverage that may be afforded by a master policy of insurance. If the Board elects so to do, such policy shall be in an amount equal to full replacement value of all Dwelling Units on the Lot or Condominiums with a co-insurance clause and each owner of such Lot or Condominiums shall be designated as additional insured. The cost of such insurance shall be part of the assessment for such Lot or Condominium. In this event the insurance cost may be specifically charged to those Lot or Condominiums with Dwelling Units built upon them.

ARTICLE VIII
DURATION, INTERPRETATION, AMENDMENT, GENERAL

8.1 **Initial Term.** These covenants shall remain in force and be binding upon the property, and upon all owners and subsequent owners, or users of the property, for a period of fifty years from the date the covenants are recorded.

8.2 **Renewal.** These covenants shall be automatically renewed for successive periods of ten years each, unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded prior to the expiration of any term, or renewal thereof, agreeing to change said covenants in whole or in part.

8.3 **Liberal Construction.** The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development and maintenance of a fine and harmonious residential area.

8.4 **Severability.** The provisions of this declaration shall be deemed independent and severable, and the invalidity of or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

8.5 **Amendment.** These covenants can be amended at any time by Declarant prior to the sale of 95% of all lots in Phase I, together with 95% of all lots in the expansion areas defined above, and thereafter as set forth in this document. Declarants rights to amend this Declaration include necessary amendments should condominiums be constructed on Lots 122 through 127. Any modification to these covenants that only affects Lots 101 through 121 may be made, after the Declarant no longer owns 95% of all lots in Phase 1 together with all lots in the expansion areas as defined above, by a vote of a two-thirds majority of the votes of the then Class A members. Any modification to these covenants that only affects Lots 122 through 127 may be made, after the Declarant no longer owns 95% of all lots in Phase 1 together with all lots in the expansion areas as defined above, by a vote of a two-thirds majority of the votes of the then Class B members. Any modification to these covenants that affects all Lots and Units may be made, after the Declarant no longer owns 95% of all lots in Phase 1 together with all lots in the expansion areas as defined above, by a vote of a two-thirds majority of the votes of the then Class A and Class B members. Any such instrument amending these covenants must be in writing and acknowledged that the requisite votes have been obtained and which Lots are affected by said amnedment. Said amendments shall be effective upon its recording in the Office of the Recorder of Tooele County, State of Utah. A like majority of owners may permit variances, for good cause, or particular provisions thereof, by like instruments.

8.6 **Notices.** Any notice required under the provisions of this document to be sent to any Lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such owner.

8.7. Assignment of Powers. Any and all rights and power of the Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes Declarant and its successors and assigns.

8.8. 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 though in each case fully expressed.

8.9. Waivers. No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

8.10. Topical Headings. The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of these covenants.


8.11 Manager. The Association may carry out through a Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor or an agent or employee of the Association. Such Manager shall be responsible for managing the Properties for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of a management agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

8.12 Terms of Management Agreement. Any agreement for professional management of the Development, or any other contract providing for services of the Declarant, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of termination fee on not more than ninety (90) but not less than thirty (30) days written notice.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand on the date first written above.

DECLARANT:

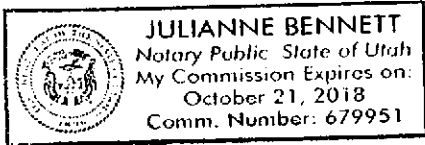
**MOUNTAIN VISTA DEVELOPMENT,
INC., a Utah corporation:**

By: 
Its: V.P. Quance

[NOTARY ON NEXT PAGE]

STATE OF UTAH)
 : ss
COUNTY OF Salt Lake)

On this 14th day of May, 2018, before me a Notary Public, in and for said state, personally appeared Derek K. Ellis, known or identified to be the V.P. Finance, of Mountain Vista Development, Inc., Utah corporation, who subscribed said name to the foregoing instrument, and acknowledged to me that he/she executed the same in said name of the corporation.



Julianne Bennett
NOTARY PUBLIC

EXHIBIT "A" PROPERTY

Exhibit "A"
Legal Description
Lots 101 thru 127, inclusive, CANYON VILLAGE – RUST PHASE 1 SUBDIVISION
Tooele, Utah 84047

Lot 101	1935 North 350 East	Tax Parcel No.: 19-086-0-0101
Lot 102	1951 North 350 East	Tax Parcel No.: 19-086-0-0102
Lot 103	1932 North 350 East	Tax Parcel No.: 19-086-0-0103
Lot 104	1918 North 350 East	Tax Parcel No.: 19-086-0-0104
Lot 105	1908 North 350 East	Tax Parcel No.: 19-086-0-0105
Lot 106	1892 North 350 East	Tax Parcel No.: 19-086-0-0106
Lot 107	1878 North 350 East	Tax Parcel No.: 19-086-0-0107
Lot 108	1866 North 350 East	Tax Parcel No.: 19-086-0-0108
Lot 109	1852 North 350 East	Tax Parcel No.: 19-086-0-0109
Lot 110	1836 North 350 East	Tax Parcel No.: 19-086-0-0110
Lot 111	1822 North 350 East	Tax Parcel No.: 19-086-0-0111
Lot 112	1806 North 350 East	Tax Parcel No.: 19-086-0-0112
Lot 113	1794 North 350 East	Tax Parcel No.: 19-086-0-0113
Lot 114	1782 North 350 East	Tax Parcel No.: 19-086-0-0114
	or	
Lot 115	363 East 1770 North	Tax Parcel No.: 19-086-0-0115
	or	
	1777 North 370 East	
Lot 116	367 East 1770 North	Tax Parcel No.: 19-086-0-0116
Lot 117	1776 North 370 East	Tax Parcel No.: 19-086-0-0117
Lot 118	1768 North 370 East	Tax Parcel No.: 19-086-0-0118
Lot 119	1752 North 370 East	Tax Parcel No.: 19-086-0-0119
	or	
	1776 North 370 East	
Lot 120	368 East 1770 North	Tax Parcel No.: 19-086-0-0120
Lot 121	364 East 1770 North	Tax Parcel No.: 19-086-0-0121
Lot 122	358 East 1770 North	Tax Parcel No.: 19-086-0-0122
Lot 123	354 East 1770 North	Tax Parcel No.: 19-086-0-0123
	or	
	1768 North Copper Canyon Drive	
Lot 124	341 East 1770 North	Tax Parcel No.: 19-086-0-0124
	or	
	1809 North 350 East	
Lot 125	1835 North 350 East	Tax Parcel No.: 19-086-0-0125
Lot 126	1867 North 350 East	Tax Parcel No.: 19-086-0-0126
Lot 127	1897 North 350 East	Tax Parcel No.: 19-086-0-0127

EXHIBIT "B" PROPERTY

