

After Recording, return to:
ESTATES OF TRAVERSE
MOUNTAIN, LLC
Attn: Sean Alibrando
95 West 100 South, Ste. 340
Logan, Utah 84321

**NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND CONDITIONS OF OWNERSHIP
FOR
SEASONS ESTATES**

A RESIDENTIAL SUBDIVISION

THIS NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SEASONS ESTATES, A RESIDENTIAL SUBDIVISION ("Declaration") is made on the date hereinafter set forth by ESTATES OF TRAVERSE MOUNTAIN, LLC, a Utah Limited Liability Company ("Estates") dba LAKEVIEW ESTATES (registration of said dba as a dba of Estates is currently pending), hereinafter referred to as "Declarant." Reference to Declarant shall include reference to Estates' successors and assigns.

WITNESSETH

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" of this Declaration and located in Lehi City, Utah County, State of Utah (sometimes herein referred to as the "Property"); and

WHEREAS, Declarant has recorded a subdivision plat to subdivide the Property into various lots (hereinafter, a "Lot" or collectively, the "Lots"), which Lots shall be subject to the terms and conditions of this Declaration, and which Lots and Property consists of, or will consist of, the Property and Lots, together with related improvements which have been or are being constructed thereon as a residential subdivision in one or more phases and/or tracts; and

WHEREAS, the Property is part of a Master Planned Community known as Traverse Mountain, and is subject to various covenants, conditions, and restrictions, including, without limitation, those contained in the "Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain, a Master Planned Community" (the "Master CC&Rs") filed and recorded in the real property records of Utah County, Utah, as Entry No. 88194:2007 (consisting of 128 pages) on June 18, 2007, naming Mountain Home Development Corporation, a Utah Corporation as "Declarant" under the Master CC&Rs ("Master Declarant").

WHEREAS, the Master CC&Rs provide that the Master Declarant may add certain annexable territories to the land that is encumbered by the Master CC&Rs, and the Property was added to the real property encumbered by the Master CC&Rs by certain Supplemental Declarations to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain, a Master Planned Community that have been filed and recorded in the real property records of Utah County, Utah.

WHEREAS, construction of residential buildings and other improvements upon the Property by an owner of a Lot (each a "Lot Owner"; provided however, reference to "Lot Owner" shall not include Declarant or Lots owned by Declarant) is contemplated provided it is in accordance with the requirements of Lehi City, and any other restrictions, reservations, and other conditions of record as may be disclosed by a record examination of title, and this Declaration, including without limitation, the Master CC&Rs; and

WHEREAS, Declarant has constructed or will construct the designated lots and other improvements upon the Property, in accordance with the Final Plat filed and recorded in the real property records of Utah County, Utah, as Entry No. 81441-2018, Map Filing No. 16215, Book 66, Page 646, on August 27, 2018, together with Surveyor's certification, dated June 6, 2018, prepared and certified by Focus Engineering and Surveying, LLC, a duly registered Utah Engineer and Land Surveyor (the "Final Plat" or "Survey Map"); and,

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said development; and, to this end, desires to subject the Property together with such additions as may hereafter be made thereto to the covenants, restrictions, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner thereof; and,

WHEREAS, Declarant desires and intends by filing this Declaration and the aforesaid Final Plat to submit the Property and improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Laws of the State of Utah and the Ordinances of the City of Lehi as a residential subdivision to be known as Seasons Estates (collectively the "Development"), which Development may also be known as Lakeview Estates, and which Development is not a cooperative;

WHEREAS, Declarant desires and intends in the future to sell and convey its interest in the individual Lots which are to be contained in the said Development to various purchasers, subject to the covenants, restrictions, limitations, conditions and uses to which the property submitted to said Development shall hereafter be subject (including without limitation those contained in this Declaration and in the Master CC&Rs); and

WHEREFORE, the following is hereby declared, agreed, covenanted and established:

PART I

DEFINITIONS

When used in this Declaration, the following terms shall have the meaning indicated. To the extent applicable to the tenor thereof and not expressly inconsistent herewith, definitions contained in the applicable Laws of the State of Utah, Ordinances of Lehi City, and the Master CC&Rs are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

1.1. “Architectural and Aesthetic Review Committee” means the committee established in Section 2.11 of this Declaration.

1.2. “Declarant” shall have the meaning given to such term in the introductory paragraph hereof.

1.3. “Declaration” shall have the meaning given to such term in the introductory paragraph hereof.

1.4. “Final Plat” or “Survey Map” shall have the meaning given to such term in the recital paragraphs hereof.

1.5. “Home” or “Homes” shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence on a Lot, together with all improvements located on the respective Lot which are used in conjunction with such residence.

1.6. “Law” or “Laws” shall mean and refer to the applicable laws of the State of Utah and applicable Ordinances of the City of Lehi, as the same may be amended from time to time.

1.7. “Lot” or “Lots” shall have the meaning given to such term in the introductory paragraph hereof.

1.8. “Lot Number” shall refer to the number which is respectively designated a Lot on the Final Plat or subsequent survey map or plat.

1.9. “Owner” shall mean the entity, person or group of persons owning fee simple title to any Lot which is within the Property. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term Owner shall not mean or include a Mortgagee unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Regardless of the number of parties participating in ownership of each Lot, each Lot shall be deemed to have one “Owner.” Owners are responsible for the conduct of tenants and guests.

1.10. “Residential Subdivision” or “Development” or “Development” shall mean and refer to Seasons Estates, as approved by Lehi City.

PART II

SUBMISSION, COVENANTS, CONDITIONS, USE RESTRICTIONS AND UNDERSTANDINGS

2.1. Submission. Know all men by these presents that Declarant, the undersigned Owner of the Property described in the Surveyor's Certificate included and shown on the Final Plat and shown on the map included as part of the Final Plat, has caused the same to be subdivided into lots, blocks, streets and easements, and does hereby dedicate and/or ratify the dedication of any public streets and other public areas as indicated on the Final Plat for perpetual use of the public. Declarant hereby submits the Development and the ownership interest in the Property, Lots, and the Homes, and other improvements constructed or to be constructed thereon, together with all appurtenances thereto, as described above and on the Final Plat, all to be known as Seasons Estates (or may be known as Lakeview Estates), to the provisions of the Law and the provisions of this Declaration.

All of the Property shall be held, sold, conveyed, transferred, developed, leased, subleased, accepted, received, and occupied subject to the following covenants, conditions, restrictions, assessments, charges and liens, and to the following covenants, conditions, restrictions, assessments, charges and liens, and to the Plat recorded previously and to Plats subsequently recorded for the Development. This is for the purpose of protecting the value and desirability of the Property. This Declaration and the Plat shall be construed as covenants of equitable servitude, shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2.2. Description of Improvements. The improvements included in the Development are as described on the Plat.

2.3. Covenants to Run with Land. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land and are hereby submitted to the Laws and shall inure to the benefit of and shall be binding upon all subsequent Owners of all or any part of the Development, and upon their grantees, successors, heirs, executors, administrators, devisees and/or assigns.

2.4. Lot Improvements. Each Lot shall be improved strictly pursuant to and in accordance with permits issued by Lehi City, in conformity with the requirements of the applicable building codes of the Lehi City, and all applicable Laws. No portion of the Property or any Lot may be occupied by any use that is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of any portion of the Property or the Lot.

2.5. Operation and Maintenance. Each Owner shall pay for all utility services which are separately billed and metered to individual Lots by the utility or other party furnishing such service. Culinary water, Irrigation water, sewer and garbage utility services shall be paid by Owners for their respective Lots.

2.6. Property Site Improvements. Declarant has installed, will install, or will cause to be installed, (i) sidewalks, (ii) curb and gutter, (iii) utilities (installed up to the property line of each Lot), (iv) ingress, egress, signage, and related improvements to the Property as a whole, including streets and pavement, and (v) various other improvements (collectively, the "Property Site Improvements"). Each Lot Owner, as of the date the Lot Owner acquires a Lot (a "Lot Acquisition Date"), accepts the Property Site Improvements in their then current condition, and agrees to be

solely and separately responsible for any damage to the Property Site Improvements on or after the Lot Acquisition Date (i) caused by the Lot Owner or any of Lot Owner's agents, invitees, independent contractors, or representatives, or any managers, members, employees, representatives or agents for any of the foregoing, or (ii) relating to any Property Site Improvements directly appurtenant to the Lot Owner's Lot, or primarily serving and benefitting Lot Owner's Lot, regardless of the source or the cause of the damage ("Site Improvement Damages"). Lot Owner shall defend, indemnify, reimburse, and hold Declarant and all other Lot Owners harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any Site Improvement Damages, including, without limitation, any costs, expenses, or other damages incurred by Declarant resulting from repair work to the Property Site Improvements required to be done by Declarant as a result of Site Improvement Damages to satisfy Declarant's bond and/or City of Lehi requirements. In the event Declarant incurs or pays any damages with respect to Site Improvement Damages, the Lot Owner(s) responsible shall reimburse Declarant for such costs and expenses immediately upon demand.

2.7. Site Work and Compaction of Lots. In connection with the development of the Property, Declarant performed extensive site work, compaction, and related testing on the Property. Copies of soil studies and compaction testing results may be obtained from Declarant upon written request, but are only provided by Declarant as a courtesy, without warranty or guarantee of completeness or accuracy, and may not be relied upon by any potential purchaser of a Lot. Each potential purchaser of a Lot is hereby advised to do its own independent geological, soils, and compaction testing as it deems necessary to satisfy any of its geological, soils, and compaction concerns prior to acquiring a Lot. Each Lot Owner hereby represents, warrants, and confirms, that as of the Lot Acquisition Date, the Lot Owner acquired the Lot "as is and with all faults," and waives all claims related to site work, compaction, and geological concerns against Declarant. Each Lot Owner hereby acknowledges and agrees that as of the Lot Acquisition Date, the Lot Owner assumes, accepts, and bears all risk associated with, relating to, or arising from site work, compaction, and general geological features of the Lot. Each Lot Owner shall independently be responsible for and ensure that any construction on the Lot is supported by proper compaction of the Lot's soil, including proper compaction of the footings, walkways, driveways, accesses, patios, and other areas customarily requiring compaction during construction. Each Lot Owner shall be responsible for, and hereby indemnifies, defends, and holds Declarant and all other Lot Owners harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any damages, claims, costs, expenses, remedial work or adverse consequences (including with respect to Lot Owner's Lot, another Lot, or the Property in general) arising or resulting from soil disturbance or site work performed on Lot Owner's Lot.

2.8. SWPPP. Each Lot Owner, as of such Lot Owner's Lot Acquisition Date, accepts the Property and Lot in their then current, as-is condition, and acknowledges and agrees to be solely and separately responsible for the requirements, obligations, costs, any expenses associated with such Lot Owner's Lot regarding (i) any stormwater pollution prevention plan ("SWPPP") requirements imposed by Lehi City or other governing body, (ii) any SWPPP related improvements, (iii) any maintenance of SWPPP improvements or facilities, and (iv) any SWPPP conditions imposed by Lehi City or Law. Declarant makes no representation or warranty to any Lot Owner with respect to the nature or extent of any SWPPP obligations or requirements that may be associated with a Lot, and each Lot Owner hereby indemnifies and holds Declarant harmless from any obligations associated

with the same, and hereby releases Declarant from, and waives any claims against Declarant with respect to, any SWPPP conditions, obligations, expenses, costs, claims, and damages that Lot Owner may incur with respect to SWPPP.

2.9. Homes Not Insured by Declarant. Declarant shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Home and acts and events thereon. Accordingly, each Owner shall secure and keep in force at all times fire and extended coverage insurance which 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 shall 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.

2.10. Use Restrictions.

(a) Use of Lots and Homes as Family Dwellings. All Lots are to be improved with residential Homes and are restricted to such use. Each Lot has been or will be ultimately improved with a Home, each to be used only as a single-family residence. No Lot or Home shall be used, occupied, or altered in violation of the law, so as to create a nuisance or interfere with the rights of any Owner.

(b) Lot Appearance, Alteration, and Erosion Control. Each Lot Owner shall maintain good housekeeping standards, keeping their respective Lot free of rubble, trash, debris, weeds, and other unsightly materials and conditions. Owners shall not store, maintain or keep fire hazards, explosives or dangerous materials within the Lot. Each Lot Owner shall be responsible for and prevent soil erosion on their respective Lot. Lot Owners are responsible to design and maintain all lot improvements, landscaping, retaining walls, driveways, and sidewalks in such a way that earth retention or run-off from storms or irrigation are not a nuisance, hazard, or damaging to adjoining Lots, parcels, public areas, easements, open space, or improvements. In the event a Lot Owner installs or improves a Lot with retaining walls, fencing, or other landscaping features, such shall prevent and not result in water diversion on to adjoining Lots, parcels, public areas, easements, open space, or improvements.

(c) Easements. Each Lot Owner shall be subject to any easements of record, including, without limitation, those shown, referenced, or reflected on the recorded Final Plat for the Property, and will not restrict or block access and passage in and about said easements, or otherwise impede or obstruct the beneficial use and purpose of such easements.

(d) Landscaping and Park Strip. Prior to installation of any landscaping, site work, or paving Lot Owners shall submit plans to and receive approval from the Architectural and Aesthetic Review Committee. Park strips shall be landscaped with ground cover or grass and street trees, with a minimum caliber of 1.5", as specified in the plant palette and park strip tree planting plan for the Development, or as determined by the Architectural and Aesthetic Review Committee. Front yard landscaping shall include at least

(i) two trees, with a minimum caliber of 2", and shall be in addition to the street trees to be planted in the parking strip), and (ii) 8 shrubs, a minimum of 5-gallon size, to define spaces and screen utility/trash receptacle elements. Rolling landscapes with peaks and valleys, a maximum height of 2 feet, and landscape lighting are encouraged. All landscaping on a Lot and on the park strip shall be maintained by the Lot Owner in a neat, well-kept, mowed, and trimmed condition free of debris, weeds, accumulation, and other unsightly materials and conditions. Notwithstanding the foregoing Declarant may landscape all Lots owned by Declarant. All park strip, front yard, side yard, and side yard facing street planting, landscaping, improvements, and all paving must be approved by the Architectural and Aesthetic Review Committee, installed, completed in accordance with this Declaration, the Master CC&Rs, and other guidelines and requirements, and inspected by the Architectural and Aesthetic Review Committee, prior to Lot Owner's occupancy of a Home. The remainder of the landscaping, paving, and site work on the Lot must be completed within twelve (12) months of Lot Owner's first occupancy of a Home. For purposes of this Declaration, the following definitions of terms shall apply: (i) "yard" shall be an open space on a Lot, unoccupied and unobstructed from the ground upward by a building; (ii) "front yard" shall mean and refer to the yard between the front line of the building (exclusive of steps) and the front lot line, and extending across the full width of the Lot, and the depth of the front yard is the entire distance between the front lot line and the front line of the building (as extended across the full width of the Lot); (iii) "rear yard" shall mean and refer to the yard between the rear line of the building (exclusive of steps) and the rear lot line, and extending the full width of the Lot; provided however, on side yards facing street (either whole or in part) (including, without limitation corner lots), the rear yard does not extend the full width of the Lot, but only extends to the side line of the building facing the street; (iii) "side yard" shall mean and refer to the yard between each side line of the building (exclusive of steps) and the side lot line, and extending from the front yard to the rear yard, and (iv) "side yard facing street" shall apply in the event a Lot has multiple street frontages, and shall mean and refer to the yard between the side line of the building (exclusive of steps) and the side lot line, and extending from the front yard to the rear property line.

(e) Non-residential Use. No part of the Development shall be used for any commercial, manufacturing, mercantile, storing, vending, (except as may be installed as a convenience by the Declarant) or other such non-residential purposes. Declarant, its successors or assigns, may use the Development for a model home site display, and sales and construction office during the construction and sales period.

(f) Square Footage Minimums. A Home proposed to be constructed on a Lot shall comply with the following square footage minimums (depending on the design and layout of the Home): (i) a "rambler" or comparable home shall have a minimum of 2,000 square feet on the Home's main floor; (ii) a 1 ½ story home shall have a minimum of 1,500 square feet on the Home's first floor with a minimum of 2,200 total square feet on the first and second floors combined; and (iii) a 2 story home shall have a minimum of 3,000 total square feet on the first and second floors combined.

(g) Exterior Requirements. Every Home shall comply with the following exterior requirements: (i) all roofs shall be 35-50 year roofs, and consist of architectural shingles

with Duraridge brand (or equivalent) ridge shingles (tile, metal, or treated shingle roofing materials may be approved on a case-by-case basis); (ii) roof areas must be broken up and have interrupted ridgelines to be acceptable; (iii) side and rear elevations that face public areas, roadways, public pathways, open spaces, or that are elevated 20 feet or more above the adjoining building pad must incorporate a variety of wall planes, roof form, and enhanced window treatments, shutters, flower boxes, bay windows, decks, balconies, etc.; (iv) large, uninterrupted expanses of stucco are not permitted; (v) stone or brick shall cover a minimum of 50% of the front façade surface; (vi) any façade facing roadways shall have stone or brick incorporated; (vii) architectural interests and detailing should not be confined to the street façade, and the Home and other improvements should be treated as an architectural whole with appropriate detailing from all views, and false-front appearances must be avoided such that changes in siding material or changes in style must take place only at inside corners of the structure; (viii) the exterior of buildings shall be constructed of durable materials such as brick, stone, and stucco – hardiplank is permitted for wall and accent surfaces; (ix) trim, eaves, and fascia must be high quality, weather-resistant, low maintenance materials appropriate to the Home's style; (x) fascia must be at least 6" wide; and (xi) material and color samples must be submitted with plans for approval by the Architectural and Aesthetic Review Committee.

(h) Signs. No sign or billboard of any kind shall be displayed in the public view on any portion of the Development or any Lot advertising the property for sale or rent except signs used by Declarant, its successor or assigns or such express right, to advertise the property during construction and sales periods.

(i) Quiet Enjoyment. No noxious or offensive trade or activity shall be carried on upon any Lot or upon any part of the Development, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Home or Lot or which shall in any way increase the rate of insurance.

(j) Temporary Structures, Equipment, Motor Vehicles, Etc. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time except as may be needed for construction or maintenance purposes by the Declarant, or except as otherwise provided herein. No trailer, boat, truck larger than 3/4 ton, or similar equipment shall be permitted to be parked on the Development or any Lot unless garaged. Small boats and camp trailers or motor homes may be parked in the garage of its Owner. No motor vehicle whatsoever, except for emergency vehicles or authorized temporary maintenance vehicles, may be parked on the Development except on designated parking pads and spaces.

(k) Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the Development, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage sheds or areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining Lots or in the Home or garage.

(l) Electronic Antennas. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on the exterior of any Homes or structures on the Lots unless specifically approved by the Architectural and Aesthetic Review Committee.

(m) Exception for Declarant. Notwithstanding the restrictions contained in this Declaration, for the seven-year-period following the date on which this Declaration is filed of record in the office of the County Recorder of Utah County, Utah, Declarant shall have the right to use any Lot or Home owned or leased by it reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Development or improvement and/or sale of all Lots owned by Declarant. Declarant may also conduct collateral business activity on the Development.

2.11. Architectural Control.

(a) Architectural Control. Each Lot Owner acknowledges and agrees that the Master CC&Rs apply to the Property and to each Lot, each Lot and Lot Owner is subject to the Master CC&Rs, and that there are covenants, conditions, restrictions, and architectural guidelines contained therein or authorized thereby in addition to those contained in this Declaration with which each Lot Owner must comply. The Master CC&Rs and architectural guidelines associated therewith are reviewed and enforced by the Traverse Mountain Master Association and/or the Aesthetic Review Committee (as defined in the Master CC&Rs) (the "TMMA ARC"). In Declarant's sole discretion, Declarant may, but is not required to, unilaterally, and without any consent required from any Lot Owner, establish, serve as, or appoint an architectural and aesthetic review committee independent of TMMA ARC ("Independent ARC"). An Independent ARC may be comprised of one or more member(s) and may include Declarant, or any third party. Initially, Declarant has not established an Independent ARC, and TMMA ARC shall initially serve as the Architectural and Aesthetic Review Committee hereunder, and shall serve as the Architectural and Aesthetic Review Committee at all times that there is no acting Independent ARC. The function of the Architectural and Aesthetic Review Committee shall be to insure that all exterior of Homes and landscaping within the Development harmonize with existing surroundings and structures, and complies with the use restrictions contained in this Declaration. The Architectural and Aesthetic Review Committee has the right to disapprove of designs, depictions, colors, materials, improvements, and landscaping which may detract from the quality of the Development.

(b) Submission to Architectural and Aesthetic Review Committee. No Home, accessory or addition to a Home, landscaping, or other improvement of a Lot which is visible from the roadways or other public areas shall be constructed, maintained, or accomplished, and no alteration, repainting, or refurbishing of the exterior of any Home shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Architectural and Aesthetic Review Committee.

(c) Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Architectural and Aesthetic Review Committee shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Development conform to and harmonize with existing surroundings and structures, and comply with this Declaration. The Architectural and Aesthetic Review Committee may formulate general guidelines and procedures and the Architectural and Aesthetic Review Committee shall act in accordance with such guidelines and procedures.

(d) Approval Procedure. Any plans and specifications submitted to the Architectural and Aesthetic Review Committee shall be approved or disapproved by it in writing within forty-five (45) days after a full and complete submission of the requested or required materials. In the event the Architectural and Aesthetic Review Committee fails to request additional information or materials to the submittal or take any action within such period it shall be deemed to have approved the material submitted.

(e) Construction. Construction of a Home on a Lot must begin within two (2) years from the Lot Acquisition Date. Once begun, any improvements, construction, landscaping, or alterations approved by the Architectural and Aesthetic Review Committee shall be diligently prosecuted to completion.

(f) Disclaimer of Liability. Neither the Declarant, nor the Architectural and Aesthetic Review Committee, nor any member thereof acting in good faith shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the property, or (d) any engineering or other defect in approved plans and specifications.

(g) Nonwaiver. The approval by the Architectural and Aesthetic Review Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural and Aesthetic Review Committee to disapprove any similar plans and specifications.

(h) Exception for Declarant. The foregoing provisions of this section shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Development and which occurs at any time during the seven-year period following the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

2.12. TMMA Homeowner's Association. Each Lot Owner shall be members of TMMA as contemplated in the Master CC&Rs and Governing Documents (as defined in the Master CC&Rs), and are hereby bound to honor and abide by all of its rules and regulations. Each Owner must pay (and hereby indemnifies Declarant from) all fees (including, without limitation, any setup fees, transfer fees, redevelopment fees, etc.), assessments, charges, and expenses contemplated in or by

the Master CC&Rs, Governing Documents, or other documents of title. After a Lot Acquisition Date, regular monthly assessments will be billed to the Lot Owner of the acquired Lot.

2.13. Amendment. The Owners shall have the right to amend this Declaration and/or Record of Survey Map only after (i) obtaining the approval of the Declarant if Declarant (or Declarant's successors or assigns) is still the record Owner of any Lot; and (ii) upon the approval and consent of sixty-seven percent (67%) of the Owners. Any amendment if authorized shall be accomplished through the recordation of an instrument executed by the Declarant.

2.14. Compliance. Each Owner, tenant and occupant of a Lot shall comply with applicable Laws, this Declaration, the Master CC&Rs, the Governing Documents, and all agreements and determinations of record; and any failure to comply with any such provisions, shall be grounds for an action by the Declarant, TMMA, or any other Owner to recover any loss or damage resulting therefrom, or for injunctive relief.

2.15. Declarant's Right to Amend. Notwithstanding Section 2.13, after recording this Declaration, and for so long as Declarant (or Declarant's successors or assigns) is the record Owner of at least one Lot, Declarant has, and is hereby vested with, the right, to unilaterally amend the Declaration and/or the Survey Map as may be reasonable, necessary or desirable, in Declarant's sole discretion, including, but not limited to, with respect to the following matters: (i) to adjust the boundaries of the Lots, including adding or deleting common areas (by filing an appropriate amended Survey Map) to accommodate design changes or changes in type of Lots or adjustments to Lot configuration; (ii) to more accurately express the intent of any provisions of the Declaration in the light of then existing circumstances or information; (iii) to better insure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by the Declaration; or (iv) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Development.

2.16. Miscellaneous. The provisions of this Declaration shall be in addition and supplemental to all applicable Laws, and any other restrictions, reservations, and other conditions of record as may be disclosed by a record examination of title, and this Declaration, including without limitation, the Master CC&Rs.

If any provision of this Declaration is determined to be invalid, the remaining provisions hereby shall remain in full force and effect and shall not be affected thereby.

If any provision of this Declaration conflicts with any of the provision of the Master CC&Rs or the Governing Documents, the Master CC&Rs or Governing Documents, as applicable, shall control with respect to such conflicting provision.

Sean Alibrando, 95 West 100 South, Ste. 340, Logan, Utah 84321, is hereby designated as the person to receive service of process in connection with the Development for all purposes provided by the Law; provided, however, that the Declarant shall have the right to appoint a successor or substitute process agent. Such a successor or substitute process agent shall be designated and appointed by duly executed instruments filed in the Office of the County Recorder of Utah County, State of Utah, for attachment to this Declaration.

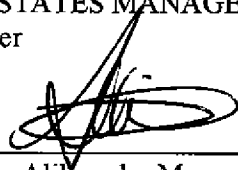
Declarant, any lien holder or any Lot Owner, shall have all rights and remedies available at law or in equity in the event of non-compliance or default of the terms of this Declaration by a Lot Owner or other party subject to the provisions of this Declaration, including, without limitation, the right of specific performance and to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. In the event that action, with or without suit, is undertaken to enforce any provision hereof, the prevailing party shall pay to the Declarant or the enforcing Owner, whichever the case may be, reasonable attorney(s) fee, costs, and expenses. The above Recitals are hereby incorporated by reference. Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned by Declarant. If any provision, paragraph, sentence, clause, phrase, or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby. Any modification of or amendment to this Declaration must be signed by the Declarant, and recorded in the office of the County Recorder of Utah County, Utah. This Declaration shall take effect upon recording in the office of the County Recorder of Utah County, Utah.

DATED this 29 day of August, 2018.

DECLARANT:

ESTATES OF TRAVERSE MOUNTAIN,
LLC
A Utah Limited Liability Company

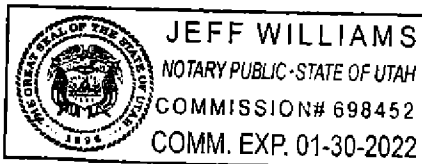
By: ESTATES MANAGEMENT, LLC, its
manager

By: 
Sean Alibrando, Manager

STATE OF UTAH)
 : ss.
County of Cache)

On the 29 day of August, 2018, personally appeared before me SEAN ALIBRANDO, being by me duly sworn, did say that he is the Manager of ESTATES MANAGEMENT, LLC, which is the manager of ESTATES OF TRAVERSE MOUNTAIN, LLC, and that the said instrument was signed in behalf of said limited liability company by authority of a resolution of the manager or its Operating Agreement, and the aforesaid acknowledged to me that said limited liability company executed the same.



NOTARY PUBLIC



ACCEPTED, AGREED TO, AND CONSENTED TO BY:

By its execution below, MOUNTAIN HOME DEVELOPMENT, CORP., a Utah corporation, the declarant under the Master Declaration (defined below) authorizes and approves this Declaration and authorizes the recording of this Declaration.

MOUNTAIN HOME DEVELOPMENT,
CORP., a Utah corporation

By 
RS CEO

STATE OF UTAH)
 : ss.
County of Utah)

On the 29th day of August, 2018, personally appeared before me RYAN FREEMAN, being by me duly sworn, did say that he is the Chief Executive Officer of MOUNTAIN HOME DEVELOPMENT, CORP., and that the said instrument was signed in behalf of said corporation by authority of a resolution of the corporation or its Bylaws, and the aforesaid acknowledged to me that said corporation executed the same.

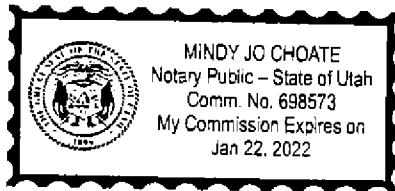




EXHIBIT "A"LEGAL DESCRIPTION – PROPERTY

A portion of the NW1/4 & the SW1/4 of Section 29, and the SE1/4 of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point on the northeasterly boundary of Plat "A", SEASONS TOWNS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder located West 456.83 feet and North 1,763.39 feet from the Southeast corner of Section 30, T4S, R1E, S.L.B. & M. (Basis of Bearing: N0°17'58"W along the Section line between the Southeast Corner and the East ¼ Corner of said Section 30); thence N21°10'26"W along said Plat 183.22 feet; thence N12°33'39"E 115.46 feet; thence N74°54'12"E 91.33 feet; thence S88°36'56"E 32.89 feet; thence along the arc of a 112.00 foot radius curve to the right 88.44 feet through a central angle of 45°14'42" (chord: S65°59'35"E 86.16 feet); thence N46°37'47"E 67.00 feet; thence N1°23'01"E 203.04 feet; thence N81°28'10"E 85.87 feet; thence N72°38'16"E 212.12 feet; thence N50°52'36"E 311.63 feet; thence N67°09'42"E 258.07 feet; thence along the arc of a 61.00 foot radius non-tangent curve (radius bears: N19°51'22"E) 143.77 feet through a central angle of 135°02'06" (chord: N2°37'35"W 112.73 feet); thence N24°07'49"W 269.99 feet; thence N80°51'39"E 216.20 feet; thence N39°07'08"E 177.90 feet; thence S5°12'53"E 218.58 feet; thence S35°39'09"E 131.92 feet; thence S64°08'32"E 183.35 feet; thence S47°21'56"E 126.66 feet; thence S24°45'26"E 210.69 feet; thence S33°40'42"E 268.13 feet; thence S0°20'19"W 224.52 feet to the northeast corner of Plat "A", SEASONS AT TRAVERSE MOUNTAIN Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said plat the following 4 (four) courses and distances: N89°36'29"W 695.41 feet; thence S55°16'33"W 325.92 feet; thence West 669.86 feet; thence N48°32'29"W 70.00 feet to the northeasterly corner of said Plat "A", SEASONS TOWNS Subdivision; thence along said Plat: Southwesterly along the arc of a 484.00 foot radius non-tangent curve (radius bears: S48°32'46"E) 187.18 feet through a central angle of 22°09'30" (chord: S30°22'29"W 186.02 feet) to the point of beginning which contains Lots 101 – 148, open space, parcels, roadways, and improvements of the Seasons Estates, a Residential Subdivision plat as recorded SEASONS ESTATES PLAT A, ENTRY# 81441-2018, MAP FILING# 16215, MAP BOOK 66 PAGE 646.