



ENT 84094:2018 PG 1 of 13
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Sep 04 12:31 pm FEE 40.00 BY DA
RECORDED FOR LANDES, ALLAN

When recorded, Please return to:

Landes Associates LLC
c/o Alan Landes
6148 W. 8400 S.
Payson, Utah 84651

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUNDRIDGEVIEW**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNRIDGE VIEW Plat "B" (this "Declaration") is made and executed this 4 day of Sept, 2018, by Landes Associates LLC, a Utah limited liability company, with an address of 6148 W. 8400 S., Payson, Utah 84651 ("Declarant").

RECITALS

A. Declarant is the owner of all of that certain real property located in Utah County, Utah, more particularly described on Exhibit A attached hereto (the "Property").

B. Declarant is developing the Property as a residential development project to be known as "Sunridge View" (the "Project"). The Project consists of six (6) single-family residential Lots and a seventh lot located at 6148 W. 8400 S., Payson, Utah 84651 on which a home has already been completed ("Lot 7"). Lot 7 is not subject to the covenants, conditions, and restrictions set forth herein.

C. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.

D. Capitalized terms in this Declaration are defined in Article I below.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Project is not a cooperative.

ARTICLE I

DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

- (a) “County” means Utah County, Utah.
- (b) “DRC” shall mean and refer to the Design Review Committee, established pursuant to this Declaration.
- (c) “Declarant” shall mean and refer to Landes Associates LLC, a Utah limited liability company, and/or any successor to said company which, either by operation of law or through a voluntary conveyance or transfer, comes to stand in the same relationship to the Project as did its predecessor.
- (d) “Design Guidelines” has the meaning ascribed to such term in Section 3.5 below.
- (e) “Lot” shall mean any of the six (6) detached, home building pads, separately numbered and individually described on the Plat and intended for private use and ownership, Lot 7, and any such additional building pads platted in this or future phases of the Project, if any.
- (f) “Owner” shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an “Owner.”
- (g) “Plat” or “Plats” shall mean the collective reference to the duly approved and recorded plats previously filed or to be filed in the office of the Utah County Recorder for the Project, and all future plats for future phases of the Project, if any, which may be added to the Project at Declarant’s discretion as provided in Section 5.3 below.
- (h) “Project” shall mean (i) Sunridge View Plat “B” subdivision, and (ii) all future plats for future phases of the Sunridge View Plat “B” subdivision, if any, which may be added to the Project at Declarant’s discretion as provided in Section 5.3 below, as shown on the Plat and governed by this Declaration.
- (i) “Property” shall mean and refer to that certain real property located in Utah County, State of Utah, and more particularly described on Exhibit A hereof, together with any other real property added to the Project pursuant to Section 5.3.

ARTICLE II

MAINTENANCE

In the event any portion of any Lot or any Lots owned by Declarant, except Lot 7, which is hereby expressly exempted from any maintenance requirements, is so maintained or used by an Owner as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto; or in the event any portion of a Lot, except Lots owned by Declarant, is being used in a manner which violates this Declaration; or in the event any Owner, except Declarant, is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the DRC, the Declarant, any Owner, or the DRC may take action with respect to the foregoing as further set forth in Article VI and Section 7.1 below.

ARTICLE III

DESIGN REVIEW

3.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a consistent and harmonious design for the Project community and to protect and promote the value of the Project, significant exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development within the Project that requires a building permit or a conditional use permit, except Lot 7 which is hereby expressly exempted from any design review requirements set forth herein, shall be subject to design review and approval by the DRC.

3.2 Creation. Declarant hereby appoints itself to serve as the initial DRC. Each Owner shall become a member of the DRC upon conveyance of a Lot to said Owner. When Declarant no longer owns a Lot, the Declarant shall be released from responsibility hereunder and the DRC shall consist of the Owners, each of whom will have one (1) vote for each Lot except the Owner of Lot No. 1, which will have two (2) votes until such time as Lot No. 1 is subdivided in which case each of the resulting Lots will be entitled to one (1) vote.

All members of the DRC must be Owners. Should any DRC member move his or her residence outside of the Project, such member shall automatically be deemed to have resigned and the DRC shall declare a vacancy and the new Lot Owner, if any, shall become a member of the DRC. Notwithstanding the foregoing or anything to the contrary contained herein, the owner of Lot 7 at the time this Declaration is recorded shall be a member of the DRC until such time as he or she resigns or transfers ownership of Lot 7. Any subsequent owner of Lot 7 shall not be a member of the DRC. Notwithstanding the foregoing, any Owner may at any time voluntary remove him/herself from the DRC by indicating his/her resignation in writing to the DRC. Such voluntary resignation shall not preclude said Owner's successor(s) in interest from membership on the DRC and it shall be assumed that upon transfer of ownership, each new Owner shall be a member of the DRC unless said Owner otherwise resigns in writing.

3.3 If there are pending plans to review they can be reviewed by the DRC digitally. A majority of the lot owners can decide on matters to which the DRC is given permission based on this document. Each year a director of the DRC is elected. This director receives the items to be reviewed and then organizes a digital review and votes from DRC members. All members are given a 5-day notification on review matters. Non-response after 5 days means no vote. Votes tallies are kept and can only be made public if a majority of the DRC members vote to do so.

3.4 Enforcement. In the event of a violation of any of the provisions of this Declaration, the Declarant may take such action as may be necessary to restrain or enjoin the violations of applicable governmental codes and regulations and these covenants as further set forth in Article VI and Section 7.1 below. After Declarant sells one of the Lots, the DRC is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of applicable governmental codes and regulations and these covenants as set forth in Article VI and Section 7.1 below. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

3.5 Design Guidelines. The Declarant may adopt Design Guidelines (the "Design Guidelines") for use by the DRC in fulfilling the DRC's obligations described herein, which Guidelines may include (among other things) rules and regulations that state the general design theme of the Project, specific design requirements, and general construction procedures that will or will not be allowed in the Project. A copy of the Design Guidelines, if any, which are in effect for the Project shall be maintained by the DRC and shall be available from the DRC upon written request. The Design Guidelines, if any, may be amended by the DRC or Declarant based upon a majority vote of current owners of the lots. Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The DRC shall make the Design Guidelines, if any, available to Owners and builders who seek to engage in development or construction within the Project, and all such persons shall conduct their activities in accordance with such Design Guidelines, if any. The burden shall be on the Owner and the builder to ensure that they have the most current Design Guidelines.

3.6 Liability. Neither any members of the DRC nor Declarant shall be responsible or liable for any defects, errors or omissions in any plans or specifications submitted, revised or approved under this Article III, nor for any defects, errors or omissions in construction pursuant to such plans and specifications. A consent or approval issued by the DRC means only that the DRC believes that the construction, alteration, installation or other work for which the consent or approval was requested complies with this Declaration and the Design Guidelines (if any). No such consent or approval shall be interpreted to mean that the construction, alteration, installation or other work covered thereby (a) complies with laws, rules, regulations, ordinances or other requirements of any governmental or quasi-governmental authority, (b) is free from defects, errors or omissions or (c) lies within the boundaries of the Lot. No consent, approval or permit issued by the DRC shall relieve Owners or other persons of their obligations to comply with laws, rules, regulations, ordinances and other requirements of governmental or quasi-governmental authorities.

ARTICLE IV

COVENANTS, CONDITIONS AND RESTRICTIONS

4.1 Land Use and Building Type. No Lot shall be used for other than residential purposes except as otherwise permitted herein. Under no circumstances may any Lot be used to operate a commercial dairy, feedlot, chicken farm, animal rescue site, or mink farm. However, an Owner may keep on his/her Lot up to twenty (20) chickens, and a combination of other four legged animals such as horses, cows, sheep, llama not to exceed twenty (20) animals total and not to exceed ten (10) horses or cows, twenty (20) sheep, or five (5) llamas or (2) pigs (excepting a pig litter), unless otherwise prohibited by law. Under no circumstances may any Owner keep a crowing rooster on his/her Lot. No building erected, altered, or placed on any Lot shall exceed the height restrictions set forth in the Design Guidelines, if any, and any accessory buildings as may be permitted by the Design Guidelines, if any. No log home, mobile home, or modular home is permitted within the Project. However, the foregoing shall not prevent the installation of a modular shed or outbuilding approved by the DRC which may be used as a residence if designed and constructed for such use. Exterior façades facing the street shall consist of stone, brick or stucco and not siding. However, cement board such as Hardie Board is acceptable so long as at least thirty percent (30%) of any façade facing the street consists of stone, brick or stucco. In specific cases as approved by the DRC, other types of materials may be used for the facades if architecturally complimentary to the façade and its design. Main acceptance criteria for outbuildings include color coordination to the main residence, wainscot color at lower third wall height is preferred to provide architectural interest, roof cupolas and wooden doors, vents and access points are encouraged. Siding may be used for soffits and fascia.

4.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and designs shall be limited to those approved by the DRC. In the event of any reconstruction of an improvement or a house on a Lot due to a casualty, the design, quality, and appearance of the reconstructed home shall be substantially the same as the structure initially built, unless otherwise approved by the DRC. Any externally visible work completed on a Lot that requires a building permit must be approved in advance by the DRC in writing. All subsequent, substantial, additions to or changes or alterations in any residence, or out building shall be subject to the prior written approval of the DRC. Once approved by the DRC, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the DRC. Subsequent to receiving approval of the DRC and prior to the commencement of construction, each Owner shall obtain a building permit and/or other necessary approvals, as may be required from the County for externally visible changes to any building on a Lot.

4.3 Construction Quality, Size and Cost. The DRC will base its approval of construction plans, specifications and other alterations requiring a building permit on the acceptability and harmony of the external design of the proposed structures. All structures constructed on the Property shall be of new materials, except pre-approved used brick, or the relocation of an existing barn or outbuilding, and shall be of good quality workmanship and materials. All construction shall occur in compliance with the Design Guidelines.

4.4 Construction Time. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed eighteen (18) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the eighteen (18) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project. A storage container can be placed on the lot during the permitting and construction phase of the main residence as long as it is at least 100' from the street and must be removed after occupation of the residence.

4.5 Building Location. No building shall be located on any Lot nearer than the minimum building set-back, side street and side lot lines required by the County; provided, however, that customary storage sheds may be permitted upon approval of the DRC.

4.6 Landscaping. Each Lot shall have at least 2,000 square feet of lawn, which shall be installed within twelve (12) months after a certificate of occupancy is obtained for the home constructed thereon. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control within the Project. Landscaping of the individual Lots shall be installed and maintained by each individual Owner. Landscaping may include a combination of lawns, shrubs, or ground cover. Each Owner shall water and otherwise maintain the lawn areas of his or her Lot and keep any landscaping on his or her Lot in a clean, safe, and attractive condition and in good order, condition and repair.

4.7 Accessory Structures. Patio structures, trellises, sunshades, gazebos, awnings, window treatments, blinds, flag poles, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house.

4.8 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot that is visible from the street or adjacent residence. No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operations of any kind shall be permitted upon any Lot.

4.9 Design Guidelines. The footprint of the primary residence on any Lot must be at least 2,000 square feet not including the garage. No structure or landscaping may not exceed 40 feet height from the natural grade. Outbuildings can be of any size but must follow design guidelines except Hardiboard may be used for the façade and sides. The sides of outbuildings can be of metal, stucco, Hardiboard or stone. If metal then it must be patterned with faux brick or stone like pattern with the color being consistent with the color of the main residence.

4.10 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 4.2 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

4.11 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the DRC or Declarant, which approval must be evidenced on the Plat or other instrument creating the subdivisions, easement, or other interest. Notwithstanding the foregoing, Lot No. 1 may be subdivided into two lots as permitted by the County and/or other applicable governmental authority, no DRC approval is required. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the DRC, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void.

4.12 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on any Lot, and no persons shall enter onto any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage; provided, however, gainful occupations or professions may be operated or maintained in a Lot provided that: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not significantly and consistently increase the traffic flow to the Project, and (iii) may only be carried on following approval from the County, pursuant to all applicable state and county laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain "home office" businesses, professions or trade which rely heavily on the Internet and other similar type of technological advances may be operated or maintained within a Lot, subject to the foregoing limitations and all other limitations of this Declaration. A periodic garage sale is permitted. There is no restriction on agricultural businesses as long as they comply with section 4.1.

4.13 Reservation of Access, Maintenance, and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, and maintenance of the respective Lots by the Owners or agents authorized to conduct maintenance on behalf of the Owner, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to the County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and those claiming by, through or under the Owners; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

4.14 Fences, Walls and Signs. Use of landscaping materials for hedges and fencing is encouraged. The front 1/3 of each Lot shall not have any wire fencing unless such fencing is placed on the interior of approved fencing. Only vinyl, vinyl clad, rock, brick, steel, architectural cement, steel pole, or wood pole fencing is acceptable for the front 1/3 of each Lot facing the street and can be used for the entire lot.. Wire fencing is permitted in the back 2/3 of any Lot.

Notwithstanding anything herein to the contrary, fencing shall not consist of barb wire unless such fences were in existence prior to the date hereof. Except as otherwise provided in this Declaration, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited. Banners, flags, lighting or decoration of the exterior of any dwelling for the purpose of promoting the dwelling for sale is strictly prohibited. Nothing in this Section 4.14 shall be construed to prevent Declarant from displaying any signs, graphics, banners or advertisements of any size or nature advertising the any Lot or part of the Property for sale, rent or other purpose. The display of the American flag is encouraged.

4.15 Parking and Storage. No major mechanical work or repairs are to be conducted in streets or front yards. No commercial-type vehicles shall be parked or stored within 150' of the street or in front of the main residence. Trailers, mobile homes, trucks over two ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored in a covered garage with a door or on the side or behind the main residence front border. Specific exceptions to storage and parking location can be specifically approved by the DRC. The storage or accumulation of junk, trash, , or other offensive or commercial materials is prohibited.

4.16 Additional Easements.

(a) Easements for Encroachments. If any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

4.17 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project.

4.18 No Privately Owned Common Areas. By accepting a deed to a Lot, each Owner acknowledges and agrees that all of the roads and other public areas identified on the Plat shall be dedicated to the public and shall be owned, operated and maintained by the County and/or other government agency with jurisdiction over such areas. Consequently, no homeowners association shall be formed for the purposes of owning or maintaining privately owned common area.

4.19 Exemption for Lot 7. Notwithstanding anything to the contrary herein, none of the covenants, conditions, or restrictions contained herein shall apply to Lot 7.

ARTICLE V

AMENDMENTS

5.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of thirty (30) years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative unanimous vote to terminate this Declaration at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The Declaration may be terminated at any time by the unanimous vote of the Owners. Upon termination, the covenants herein contained shall have no further force and effect.

5.2 Amendments. This Declaration may be amended by recording in the office of the Utah County Recorder a "Certificate of Amendment," duly signed and acknowledged all of the Owners subject to this Declaration.

5.3 Expansion of Project. Declarant shall have the right in its sole discretion upon recording a Certificate of Amendment signed by Declarant to expand the Project to include additional phases and Lots, all of which additional property shall, upon recording such Certificate of Amendment, be subject to this Declaration.

ARTICLE VI

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

6.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in Section 6.1(b) below, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 6.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to

(i) the interpretation, application, or enforcement of this Declaration;

(ii) the rights, obligations, and duties of any Bound Party under this Declaration; or

(iii) The design or construction of Improvements within the Project;

except that the following shall not be considered “Claims” unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 6.2:

(iv) any suit by the Declarant to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Declarant’s ability to enforce the provisions of this Declaration relating to creation and maintenance of community standards;

(v) any suit between Owners, which does not include Declarant as a party, if such suit asserts a Claim which would constitute a cause of action independent of this Declaration;

(vi) any suit in which any indispensable party is not a Bound Party; and

(vii) any suit as to which any applicable statute of limitations would require within 180 days of giving the notice required by Section 6.2(a), unless the party or parties against whom the claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

6.2 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice to each Respondent and Declarant (the latter only so long as Declarant is the Owner of any Lot in the Project) stating plainly and concisely:

(i) the nature of the Claim, including the persons involved and the Respondent’s role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant’s proposed resolution or remedy; and

(iv) the Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

6.3 Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the notice, Declarant (so long as Declarant is the Owner of any Lot in the Project) may appoint a representative to assist the parties in negotiating a resolution of the Claim.

6.4 Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the notice described in Section 6.2(a) (or within such other period as the

parties may agree upon), the Claimant shall have 30 additional days to submit the claim to mediation with an entity mutually approved by the parties or to an independent agency providing dispute resolution services in Utah. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate. Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator.

6.5 Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the Declaration or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE VII

MISCELLANEOUS

7.1 Enforcement and Remedies. Subjection to Article VI above, each provision of this Declaration with respect to the Property shall be enforceable by Declarant or by the DRC, or by any Owner who has made written demand on Declarant or the DRC, as applicable, to enforce such provision and thirty (30) days have lapsed without appropriate action having been taken, by a proceeding for a prohibitive or mandatory injunction and/or by a suit or action to recover damages. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration. Furthermore, if an Owner violates any term or condition set forth in Article IV, the DRC and the Declarant shall have the right (without any obligation) to revoke any approval previously granted to the Owner by the DRC, in which event the Owner shall, upon receipt of such notice, immediately cease any construction, alteration or landscaping covered by the approval so revoked.

7.2 Interpretation of the Covenants. Except for judicial construction, Declarant, or after Declarant no longer owns a Lot, the DRC, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, Declarant's or the DRC's (as applicable) construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

7.3 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not effect the validity or enforceability of any of the other provisions hereof.

7.4 Attorneys' Fees. In the event of any dispute under or with respect to this Declaration, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

7.5 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

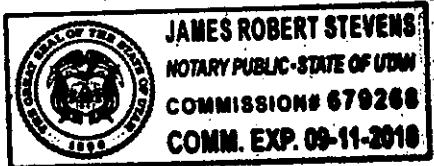
IN WITNESS WHEREOF, Declarant has executed this Declaration this 4 day of Sept, 2018.

LANDES ASSOCIATES LLC, a
Utah limited liability company

By: Alan Landes
Name: Alan Landes
Its: Manager

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 4 day of September 2018, by Alan Landes, the Manager of Landes Associates LLC, a Utah limited liability company.



James R. Stevens
Notary Public Utah County
James R. Stevens

1446348v1/AJG

EXHIBIT A**(Legal Description of the Property)**

That certain real property located in Utah County described as:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, WEST MOUNTAIN VIEW PLAT "A" SUBDIVISION, SAID POINT BEING LOCATED N89°23'04"W 1469.44 FEET ALONG THE QUARTER SECTION LINE AND NORTH 20.90 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 1 EAST, SLB&M; THENCE ALONG THE EAST LINE OF WEST MOUNTAIN VIEW PLAT "A" N00°07'37"W 639.12 FEET TO THE NORTHEAST CORNER OF LOT 1, THENCE ALONG THE NORTH LINE OF WEST MOUNTAIN VIEW PLAT "A" N89°22'58"W 1138.48 FEET, THENCE S00°07'37"E 3.63 FEET TO THAT CERTAIN BOUNDARY AGREEMENT RECORDED AS ENTRY 50858, ON MAY 03, 1999, THENCE ALONG BOUNDARY AGREEMENT AND THE NORTH LINE OF SUNRIDGE MEADOWS PLAT "A" S89°55'19"W 855.74 FEET TO THE NORTHEAST CORNER OF LOT 1, SUNRIDGE MEADOWS, THENCE ALONG THE EAST LINE OF LOT 1, S00°18'37"W 650.24 FEET TO THE NORTH LINE OF 8400 SOUTH STREET, THENCE ALONG STREET S89°48'00"W 390.83 FEET, THENCE S00°37'12"W 28.01 FEET, THENCE WEST 127.93 FEET TO A DECADES OLD FENCE LINE, THENCE ALONG FENCE N00°32'02"E 711.32 FEET, THENCE CONTINUE ALONG FENCE N00°46'20"E 627.41 FEET TO A FENCE CORNER, THENCE CONTINUE ALONG A DECADES OLD FENCE LINE S89°55'14"E 1272.14 FEET, THENCE S89°47'07"E 1342.97 FEET ALONG A FENCE TO THE WEST LINE OF REID PLAT "A" SUBDIVISION, THENCE ALONG SUBDIVISION AND FENCE LINE S00°35'35"E 1297.89 FEET TO THE NORTH LINE OF 8400 SOUTH STREET AS DEDICATED IN THE WEST MOUNTAIN VIEW PLAT "A" SUBDIVISION, THENCE ALONG ROADWAY S89°32'26"W 125.48 FEET TO THE POINT OF BEGINNING.
AREA OF ABOVE DESCRIBED PARCEL CONTAINS 49.188 ACRES.

BASIS OF BEARINGS IS N89°23'04"W ALONG THE QUARTER SECTION LINE FROM THE EAST QUARTER OF SECTION 35 TO THE WEST QUARTER OF SECTION 35.

And to be described upon recording as:

LOTS 1 THROUGH 6, INCLUSIVE, SUNRIDGE VIEW PLAT "B", ACCORDING TO THE OFFICIAL SUBDIVISION PLAT THEREOF FILED OF RECORD WITH THE UTAH COUNTY RECORDER'S OFFICE.

Tax Parcel Nos.: _____