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537 Denver, LLC
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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR _____[property name]**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this ____ day of _____, 20_19, by **537 DENVER, LLC**, a Utah limited liability company, as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property located in Salt Lake County, State of Utah, which is particularly described on Exhibit "A" hereto. The Property shall be developed as a Planned Residential Development to be referred to as _____ ("The Property"); and

WHEREAS, Declarant desires and intends to develop a Planned Residential Development for Townhouses within the Property and to provide for the preservation of the natural amenities and values of the Property and to develop the Property consistent with and in harmony with the natural environment; and

WHEREAS, Declarant has deemed it necessary to establish covenants, conditions, and restrictions which are imposed upon the Property and each and every Lot, Home, and portion thereof and upon the use, occupancy, and enjoyment thereof, all for the purpose of enhancing and preserving the value, desirability and attractiveness of said Property; and pursuant to the provisions of this Declaration, to create a Homeowners Association that shall be delegated and assigned the powers of administering and enforcing these covenants;

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, equitable servitudes, and management policies which are for the purpose of protecting the value and desirability of, and which shall run with 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 be for the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

1.02. "Assessment" or "Assessments" shall mean and refer to any monthly assessment, special assessment, or any other fees, fines, or charges assessed by the Management Committee pursuant to this Declaration or the Bylaws of the Association.

1.03. "Association" shall mean and refer to _____ and its successors and assigns.

1.04. Reserved.

1.05. "Code" shall mean and refer to the applicable section of the Salt Lake County Code, under which this Property was planned and approved together with any amendments thereto.

1.06. "Common Area" or "Common Areas" shall mean and refer to all Property and common facilities owned by the Association for the common use and enjoyment of the Owners.

1.07. "Declarant" shall mean and refer to 537 Denver, LLC, its successors, and assigns.

1.08. "Declaration" and/or "CC&Rs" shall mean and refer to this Master Declaration of Covenants, Conditions, and Restrictions for _____, together with any subsequent amendments or declarations, and shall include the Recorded Neighborhood Plat(s) referred to in Section 1.25 hereof.

1.09. "Development and Sale Period" shall mean the period during which Declarant or any entity controlled by Declarant owns real property within the Property or has an unexpired option to unilaterally annex property into the Property.

1.10. "Dwelling" shall mean and refer to all structures contained within the Property designed expressly for primary residential use. If a casitas or studio is attached to the Dwelling by a breezeway or a courtyard, or if it is within ten (10) feet, it is considered part of the Dwelling.

1.11. "Governing Documents." The Governing Documents for The Property consists of the following, as each may be amended:

GOVERNING DOCUMENTS	
Covenants, Conditions & Restrictions (recorded)	Creates obligations that are binding upon the Association and all present and future owners of property in The Property
Articles of Incorporation (filed with the Utah Department of Commerce)	Establish the Association as a non-profit corporation under Utah law

By-Laws (Declarant adopts; Management Committee oversees)	Govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
Design Guidelines (Declarant adopts)	Establish architectural standards and guidelines for improvements and modifications to Lots, including structures, landscaping, and other items on Lots
Management Committee Resolutions and Rules (Management Committee adopts)	Establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Areas

Additional covenants that are more restrictive than the provisions of this Declaration may be imposed on certain Neighborhoods within the Property. In such case, the more restrictive provisions control. However, during the Development and Sale Period, no Person shall record any additional covenants, conditions, or restrictions affecting any portion of the Property without Declarant's written consent. Thereafter, the Management Committee's consent is required. Any instrument recorded without the required consent shall be void and of no force and effect.

If there are conflicts among Utah law, the Declaration, the Articles, and the ByLaws, Utah law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

The Governing Documents apply to all Owners. They also apply to tenants, guests, visitors, and invitees.

If any court determines that any provision of this Declaration or any other Governing Document is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

Diagrams in the Governing Documents are intended to illustrate concepts and assist the reader and are for illustrative purposes only. If there is a conflict between any diagram and the text of the Governing Documents, the text shall control.

1.12. "Homes" shall mean and refer to attached "townhome type" Dwellings located within a particular Neighborhood Area

1.13. "Improvements" shall include but not be limited to all landscaping, fencing, driveways, and all other manmade changes made to the Property other than Dwellings and Outbuildings.

1.14. "Lot" shall mean and refer to any plot of land within the Property expressly designed for Homes. These Lots are shown on the Recorded Neighborhood Plats. The Lots are of varying sizes, and uses of the Lots will be governed by the sizes and locations of the Lots. Lot usage restrictions based upon Lot sizes are based upon approximate sizes and the Master Association may deviate from otherwise applicable restrictions for Lots that are either slightly larger or smaller than designated distinctions.

1.15. "Management Committee" shall mean and refer to the governing body of the Association.

1.16. "Member" shall mean and refer to the Owner of any Home within the Property who has, by virtue of such ownership, a voting right in the Association.

1.17. "Neighborhood Area" shall mean and refer to each of several different parcels of the Property as defined by the Declarant, each of which shall be created as Neighborhood Areas, with different restrictions and characteristics in each. Supplemental Neighborhood Declarations for each of the Neighborhood Areas will contain specific information relating to such Neighborhood and will be recorded with the Salt Lake County Recorder, against the Property in such Neighborhood.

1.18. Reserved.

1.19. Reserved.

1.20. "Outbuilding" shall mean and refer to all enclosed structures erected on Lots and detached from Dwellings, including but not limited to garages and sheds larger than 150 square feet.

1.21. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Home that is a part of the Property.

1.22. "Planned Residential Development" shall mean and refer to a planned residential development as defined in the Code and located upon the Property.

1.23. "Plans" shall mean and refer to all information designated in Sections 10.02 and 10.06 as necessary for Committee approval of construction, remodeling, or alteration of a Dwelling, Outbuilding, or Improvement.

1.24. "Property" shall initially mean and refer to that certain real Property more particularly described on Exhibit "A" that constitutes a Planned Residential Development. The term "Property" shall include such additions thereto as may hereafter be brought within the jurisdiction of the Association at such times as they are annexed.

1.25. "Recorded Neighborhood Plat" shall mean and refer to the plats of the individual phases within the various Neighborhood Areas of the Planned Residential Development that will be recorded with the County Recorder of _____ County, Utah, and any amendments thereto.

ARTICLE II DESCRIPTION OF PROPERTY

2.01. Type of Property. The Property shall be developed as an approved Planned Residential Development under the Code. It is intended that the Property will ultimately have approximately _____ (____) acres of open space. The open space will be subject to protective restrictions as set forth in ARTICLE XI. The Property is located at _____. A legal description of the property is attached as Exhibit "A."

ARTICLE III THE HOMEOWNERS ASSOCIATION

3.01. Status and General Authority of Association. The Association will be incorporated as a non-profit corporation under the laws of the State of Utah. The Association, acting on behalf of the Owners and Declarant for their benefit, shall be responsible for the exclusive management and control of the Common Areas. To the best of its ability and funds permitting, the Association shall keep the Common Areas in attractive, safe, sanitary condition and in reasonable order and repair.

3.02. Master Homeowner Associations Described. All areas and all of the Property will be subject to this Master Declaration. All Owners of Homes shall have Memberships in the Master Association. Some Neighborhood Areas may additionally be subject to a Neighborhood Declaration.

(a) The Master Association is a body comprised of the Members who are Owners or Homes. The Master Association is intended to provide general design review for the Property. The Master Association shall also be responsible for management, operation, maintenance, and control of those amenities and common facilities that are for the use and benefit of all of the Owners within The Property, and to enforce the Architectural Covenants within the Property. Each of the Neighborhood Areas shall be entitled to have no more than two (2) of their Owners serve as representatives on the Management Committee at any time. Individual Owners shall be Members of the Master Association upon acquisition of a Home that is subject to assessment under this Declaration.

3.03. Master Homeowners Association Purposes. To effectively enforce these Covenants, Conditions and Restrictions, the Declarant may create a Utah nonprofit corporation named _____. There will be one Membership in the Association for each Owner of The Property. The Association is established to perform through its Management Committee all of the functions and exercise all of the rights and powers set forth below and available under law for the benefit of the Owners and the enforcement of these Covenants.

3.04. Membership. Members of the Association shall be record Owners of Homes contained within the Property, as such Owners are shown on the records of the County Recorder of Salt Lake County, State of Utah. The term "Owner" shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust or any person purchasing a condominium under contract unless and until such a party has acquired legal title.

Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner.

Each membership shall be appurtenant to the Home to which it relates and shall be transferred automatically by sale of that Home. Ownership of a Home within the Property cannot be separated from membership in the Association. Membership in the Association may not be transferred except in connection with the transfer of a Home.

The term Owner shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a Home or any part thereof, is encumbered unless such mortgagee, trustee, or beneficiary has acquired title through legal foreclosure. Nor shall the term Owner include persons or entities purchasing a Home under contract, until such contract is fully performed and legal title is conveyed, unless such persons or entities and Owner of record agree in writing to transfer responsibility for payment of all Association fees. In that case, the rights and privileges of the Association shall be transferred accordingly. Such a document will be notarized and delivered to the Management Committee. In the absence of a notarized document, the Management Committee will assume the Owner of record to be the responsible party.

3.05. Secondary Memberships. A few additional memberships in the Association may be available for adjacent landowners and/or other landowners in the general area at the discretion of the Management Committee or the Declarant and will be known as Secondary Memberships. With the payment of the initial nonrefundable membership fee (set by the Board or Declarant) these Secondary Members will have all the rights and privileges of membership as long as monthly Assessments are current. These secondary memberships shall be further established and defined by Rules to be established by the Declarant and/or the Management Committee.

3.06. Bylaws. The Declarant will create and adopt a set of bylaws.

ARTICLE IV

HOMEOWNER COVENANTS AND ASSESSMENTS

4.01. Creation of the Lien and Personal Obligation of Assessments. The Owner of any Home, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments, including but not limited to: (1) annual Assessments or charges, which shall be paid on a monthly or quarterly basis, as established by the Management Committee; and (2) any special Assessments as approved by the Association, such Assessments to be established and collected as hereinafter provided, and (3) any other fees, fines, charges or bonds imposed by the Association, including but not limited to the Assessments imposed by this ARTICLE IV, the bonds imposed by ARTICLE V, and Fines as imposed pursuant to Section 14.06. The annual and special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Home against which such Assessment is made. The Association may exercise their right to foreclose on such liens. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Home at the time when the Assessment fell due. Any and all delinquent Assessments must be made current by the current Owner, and Owners shall remain liable for all Assessments which became due while they owned a Home, notwithstanding any attempted assignment to or assumption by a subsequent Owner.

4.02. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the enjoyment, recreation, health, safety, and welfare of the Owners and

for the capital improvements and maintenance of the Common Areas under the control of the Association.

4.03. Exempt Property. All Common Areas dedicated to, and accepted by, a local public authority shall be exempt from the Assessments created herein. However, no Property or improvements devoted to individual Dwelling use shall be exempt from said Assessments.

4.04. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement related to the Common Areas. The Association will have the authority to determine how such special Assessment funds are allocated and the timing of such allocation.

4.05. Voting. A regular yearly meeting of all Association members will be held and all Association members will be notified by mail thirty (30) days prior to the meeting. An agenda will be included in the notification. When possible, any special Assessment issues will be dealt with at this annual meeting. However, if it becomes necessary to consider a special Assessment at another time, the Association is authorized to call such a meeting in accordance with the provisions of the Association's Bylaws.

A vote cast at any Association meeting by any Owner or Owners of a Home, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Home concerned unless an objection is immediately made by another Owner of the same Home. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. All additional voting procedures and rules will be established in the Bylaws and/or established by the Management Committee.

4.06. Uniform Rate of Assessment. Both annual and special Association Assessments must be fixed at a uniform rate for all Homes. Mandatory landscaping and common area assessments will apply to the Home Neighborhood Areas and shall be paid monthly along with the regular Association Assessments. Additional Assessments may be established by the Neighborhood Homeowner Associations. The Supplemental Neighborhood Declarations for specific Neighborhood Areas may designate additional obligations regarding Assessments applicable to specific Neighborhood Areas.

4.07. Date of Commencement of Annual Assessments/Due Dates. The annual Assessments provided for herein shall begin at such time as the Association's secondary irrigation system becomes operable and/or when the open space landscaping maintenance commences. The first year's budget may be established on an annual basis but prorated for the remaining months of the calendar year. The Association shall fix the amount of the annual Assessment against each Home at least thirty days (30) in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Association shall establish the due dates. The Association will, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating that the Assessments on a specified Home have been paid.

4.08. Effect of Nonpayment of Assessments/Remedies of the Association. Any Assessment not paid within thirty days (30) after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Home or by rental or leasing of his Dwelling, although the Association may restrict an Owner from using the Common Area facilities and/or from exercising the votes appurtenant to his Home in the event that the Owner is delinquent in payment of an Assessment.

4.09. Subordination of the Lien to Mortgages. The Assessments lien provided for herein shall be subordinate to the lien of any first mortgage. However, the sale or transfer of any Home pursuant to a mortgage foreclosure of a first lien against a Home shall extinguish the lien of such Assessments only as to the payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Home from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V - Reserved

ARTICLE VI

PROPERTY AND USE RESTRICTIONS

6.01. Use. Each Home shall be used only for the purposes consistent with this Declaration and the Code. If there is a conflict between the Code and this Declaration, the more restrictive provisions will apply.

6.02. Residential Use. Each Home shall be occupied and used for a Dwelling for residential use by the Owner, his family, tenants, and social guests.

6.03. Sales Purposes. The Declarant or its duly authorized agent may use any Home, Dwelling, Outbuilding, or sales trailer owned or leased by the Declarant as a sales office, sales model, office, parking lot, or for any other temporary marketing uses as deemed necessary by Declarant and for a period of time to be determined solely by the Declarant but not to go beyond the Declarant Control Period.

6.04. Residential and Related Uses. Homes shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Home, except that an Owner or another resident of the Home may conduct business activities on such Lot if the business activity is ancillary to the primary residential occupancy of the Home and:

(a) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(b) complies with applicable zoning requirements;

(c) does not involve regular visitation of the Home by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Property, as further defined in (a) and (d); and

(d) is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others, as determined in the Management Committee's sole discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. Leasing a dwelling for residential purposes is not a "business" within the meaning of this subsection.

6.05. Leasing. "Leasing" is the continuous, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, or gratuity. The principal dwelling on Homes may be leased in its entirety. Leasing shall be for residential purposes only.

No Home may be leased or subleased to more than one (1) tenant during any consecutive ten-day (10-day) period. For example, consecutive leases of ten (10) days each may be entered into; however, if an Owner leases the Unit for less than ten (10) days, the next lease occupancy may not commence until eleven (11) days following the first day of the original rental.

All leases shall be in writing. All leases must require that tenants and all occupants of the leased Home are bound by and obligated to comply with the Governing Documents; provided, the Governing Documents shall apply regardless of whether such obligation is specifically set forth in the lease. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned by Declarant. The Management Committee may adopt and provide a recommended lease or leases (short and long-term) to Owners, and may, by rule, mandate specific provisions to be included in any leases.

Within ten (10) days of a long-term lease (any lease in excess of forty-five (45) days) being signed, an Owner shall notify the Management Committee or the Association's managing agent of the lease and provide any additional information the Management Committee may reasonably require. The Owner is responsible for providing copies of the Governing Documents to the tenant. In addition to this Section, the Management Committee may adopt reasonable rules and regulations regulating leasing and subleasing, and the Neighborhood Declarations may provide additional restrictions on leasing and subleasing. The Management Committee may also adopt rules and regulations to clarify the rights and obligations of Owners who lease their Homes on a short-term basis.

Every Owner shall cause anyone occupying or visiting his or her Home to comply with the Governing Documents and shall be responsible for all violations and losses they cause to the

Common Areas, notwithstanding the fact that such Persons are also responsible for complying and may be sanctioned for any violation. Any person who enters into a lease for at least one year shall act in lieu of the Home Owner with regard to any and all voting and Association decisions, for so long as they hold the lease.

6.06. Lot Maintenance and Cleanliness. Each Home Owner shall be responsible to maintain their Property in a clean and attractive manner so as to not detract from the Property and neighbors. The Association will notify Home Owners if Lot cleaning or maintenance is required. If Home Owners have not remedied the problem within fourteen (14) days of notification, the Association may perform said maintenance and may assess the Home Owner for all associated costs.

6.07. Unsightly Storage and Materials. All storage and refuse containers, tractors or other machinery etc., must be stored or placed in the Garage, or screened storage area pertaining to the unit, so as to not be visible from any roadway. To preserve and protect the appearance of the Property, trash piles, broken or unfinished buildings, unused building materials, broken fencing, and any or all unsightly objects must not be allowed to accumulate and must be disposed of in a timely fashion. Large machinery or tractors, including any vehicle not an automobile over 1,000 lbs. gross curb weight, shall be stored in a permanent covered structure. Brightly colored tarps and/or plastic covers are not acceptable for livestock feed, wood piles, vehicles or other items. Vacant Lots are not to be used as storage areas. Clotheslines and the drying of clothes, bedding, towels, etc. on any Lot in a location visible from a roadway are not permitted. Large and small storage units may be available for rent on the Property.

6.08. Utility Easements. Easements for the installation and maintenance of utilities and slope drainage are reserved, and may be shown on the Recorded Neighborhood Plat, over the Common Areas and each Lot. Landscaping and fencing, and the maintenance thereof, shall be allowed in these easements, provided that they do not interfere with the utilities and drainage. Landscaping and fencing may have to be disturbed or removed to facilitate utility maintenance. The Easements shall include required markings that indicate utility ownership on all water, sewer, and storm drain apparatuses. Water and sewer pipes must be marked at the connection between the municipal system (e.g. city water system) and the public system (e.g. the system that serves the Association) and at the connection between the public system and each individual unit.

6.09. Underground Utility Lines. All water, gas, electrical, telephone, television cables and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

6.10. Parking. No inoperable or unlicensed automobiles shall be stored or parked in any Common Areas at any time. No commercial vehicles with a load capacity of greater than one (1) ton or construction vehicles, including but not limited to back hoes, front loaders, dump trucks, etc., shall be stored or parked in any Common Area. No vehicles of any kind shall be parked on lawn areas or other locations not designed for parking purposes for more than four (4) hours. Recreational vehicles including boats can be parked on the roadway for a maximum period of forty-eight (48) hours for the purpose of loading and unloading only. The Supplemental

Neighborhood Declarations for each Neighborhood Area may designate specific allowances, restrictions and information on parking and parking pads applicable to each Neighborhood Area.

6.11. Remodeling and Alteration. Except for signs, antennas, or satellite dishes, no Owner shall make structural alterations or modifications to their Home without the prior written approval of the Master Association. The Master Association shall not approve any alterations, decorations or modifications that would jeopardize or impair the soundness, safety or appearance of the Property. Solar panels or other new technologies will be permitted.

6.12. Temporary Structures. No structure of a temporary nature or use, including but not limited to, a trailer, mobile or manufactured home, basement foundation, tent, shack, garage, or camper shall be used on any Lot at any time as a Dwelling, either temporarily or permanently. No old or secondhand structures shall be moved onto any Lots for use as a Dwelling or Outbuilding, it being the intention that all Dwellings erected on the Lots and within the Property shall be new construction of quality workmanship and materials.

6.13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) temporary sign of not more than six (6) square feet designating that the Home is being sold or rented. Owners may install temporary political signs. Declarant may install signs designating roadways and Common Areas. Salt Lake County and the Declarant may install any other signs that are, at their sole discretion, deemed necessary.

6.14. Antennas. All antennas must be enclosed within a building and not roof mounted, with the exception of one (1) regular local television antenna per Lot. Installation of not more than two (2) satellite dishes shall be permitted; the dishes shall be thirty-six (36") or less in diameter. No ham radio receiver or transmitter antenna or other similar device shall be attached to or installed on the exterior portion of any Dwelling, Outbuilding, or Improvement, or placed on any Lot within the Property.

6.15. Improper Activities. Unlawful activities are not permitted on any Lot, in any Home, or in the Common Areas, nor shall anything be done that may be a nuisance to the Owners or create a noise level that is disturbing to Owners. No Owner shall store dangerous explosives or excessive amounts of flammable materials on or around their Property, on the Common Areas, or permit anything to be done that will increase risk to persons or property within the Planned Residential Development. The use of motorized recreational vehicles off roadways, if permitted at all, shall be subject to rules and regulations to be adopted by the Association. The use and ignition of fireworks is prohibited on all areas of the Property.

6.16. Use of Common Areas. Except as specifically designed and designated therefor, the Common Areas shall not be used for storage of supplies, horses, hay, personal property, trash or refuse of any kind. Entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. Times of use and noise restrictions will be determined by the Management Committee and specific restrictions may be adopted in some of the Neighborhood Areas. The Management Committee may also set such additional rules and regulations relating to use of the Common Areas as it may deem necessary or advisable.

6.17. Animals. No wild or dangerous animals, cows, swine, peacocks, or poultry of any kind shall be raised, bred, or kept on any Lot or in any Home. Dogs, cats or other household pets may be kept, provided they are kept in accordance with the Code, and are not kept, bred or maintained for any commercial purposes. See Section 8.02 and the Supplemental Neighborhood Declarations for types and numbers of animals allowed in different Neighborhood Areas of the Property and other animal information. The ownership, possession, and control of animals is subject to the rules and regulations of the Association, and, in some situations, of the Neighborhood Associations.

The Owner of any animal(s) shall be personally liable for any and all damages or inconveniences resulting to other Owners or third parties from an Owner's animal(s). Pets shall not be allowed to roam unrestrained through the Property or neighboring properties. Without exception, all dogs shall be restrained on a leash when off the Owner's Lot or out of Homes, except in leash-free zones as established and clearly marked by the Association. Animal Owners are responsible to immediately pick up all animal droppings that are deposited on the Property outside of their own Lot. Excessive and annoying barking, bird noises, or other animal noises, etc. will not be allowed. Dogs must not harass wildlife. Refer to ARTICLE XIV for enforcement.

The Master Association must approve the plans for construction of shelter facilities and fencing for all animals. Chain link fencing may not be used to confine animals unless it is completely concealed from view during all seasons of the year. Invisible fencing may be used where appropriate.

6.18. Rules and Regulations. All Owners, by acquiring and retaining a Home specifically agree that in the event of resale, the new Owner, as a condition thereof, shall agree to and abide by the terms of the Association's Governing Documents, and any and all amendments or changes that may be made to the foregoing.

6.19. Irrigation. The amount of irrigation water provided to each lot is based upon a normal water year and regional availability and is not guaranteed. The Association and/or the Irrigation District providing the secondary water shall have the right to restrict, reduce, regulate or curtail the amount and timing of delivered secondary water. In order to manage limited water resources, the Association and/or Irrigation District may choose to specify days, times and amounts of water to be used by Home Owner(s).

The specified amount of secondary irrigation provided to each specific Home Owner may be billed and regulated by use of a meter, at the discretion of the Irrigation Company. Overage uses of water beyond the specific allocation for a lot will be addressed by the Irrigation Company and/or Association and may include, but is not limited to: overage charges, usage curtailment and/or service disconnection.

The secondary irrigation allocated to each Lot shall remain with the Lot and cannot be traded, sold or otherwise reallocated to another Lot or person without the written consent of the Home Owner's Association and Salt Lake County.

ARTICLE VII

CONSTRUCTION INFORMATION AND RESTRICTIONS

7.01. Style. All Improvements and Outbuildings throughout the Project must be reviewed and approved, in advance, by the Master Association. The style, design, alterations or additions must conform to standards to be determined by the Master Association. The following architectural styles are strictly prohibited: 1) A-frame structures; 2) Geodesic dome structures; and 3) Mobile homes or manufactured homes or any similarly constructed buildings.

7.02. Modification of Natural Contours and Grading and Drainage. The natural contours of any Lot shall not be modified in excess of four (4) vertical feet without prior written Master Association approval. In any location where cuts exceed a three to one (3/1) slope, Home Owners are responsible to do one of the following until the disturbed Neighborhood Area is properly re-vegetated: (1) use silt fencing; or (2) use an erosion blanket; or (3) as approved by the Master Association, construct a decorative wall or use natural rock. All disturbed areas must be covered with natural soil and planted with grasses or other appropriate plant material. Owners must retain or mitigate cuts or fills that impact any adjacent Lots. Owners have total responsibility to assure that all drainage issues are handled appropriately during grading and construction to avoid flooding of neighboring Lots and Owner's construction site or finished Dwelling. Each Owner is responsible to grade his Lot to required specifications and shall not hold the Declarant responsible for any drainage on or off the Lot. Each Home Owner will be responsible to minimize surface water run-off within his own Lot boundary. All grading associated with construction of a Dwelling shall be completed prior to occupancy.

7.03. Foundation. A concrete or masonry foundation wall must form a complete enclosure around the perimeter of each Outbuilding. Excessive exposed foundation walls over two feet are not allowed unless covered with rock or other decorative material as approved by the Master Association. In place of foundations, concrete slabs are acceptable.

7.04. Soil Conditions and Drainage. Historically, prior to development of The Property, some Areas of the Project were prone to seasonal runoff, natural drainage channels, and/or high water tables. Additionally, several years preceding the recordation of the Declaration have been characterized by drought conditions and it is thus conceivable that adverse soil and ground conditions may exist that are not currently visible or apparent. Owners and their builders should consider the possibility of water table and drainage changes in the event of increased precipitation. The Declarant strongly recommends that the Owner and building contractor take action to minimize the risk of water and settlement problems. Possible steps include expert soil and/or drainage reports, careful siting of the house outside of any visible drainage areas, appropriate elevation of the foundation, installation of French drains around the foundation, and precautions to ensure that all landscaping and downspouts drain away from the house.

The Developer has had certain engineering studies conducted that may be beneficial to Owners and builders, and those studies will be made available to Owners, upon written request and prior to commencement of construction.

7.5. Balconies, Porches, and Decks. Any balcony, porch, or deck that is more than twenty-four inches (24”) above natural grade must be constructed in compliance with the following: All posts or pillars supporting any balcony, porch, or deck must be a minimum of eight inches (8”) in width. The space under any deck shall not be used for storage unless it is landscaped or screened.

7.6. Mailboxes. There will be a single large box subdivided into individual mailboxes for each unit. Member’s may install newspaper holders on or near their front door.

7.7. Vegetation. Home Owners should carefully consider the preservation of any natural vegetation and existing trees on their Property.

7.8. Additional Restrictions. The Master Association may, from time to time, adopt, amend, and repeal rules and regulations to be known as “Design Guidelines.” Said guidelines shall interpret and implement the provisions of the Declaration by setting forth the standards and procedures for the review and approval of proposed Improvements; guidelines for architectural design and placement of any work or Improvement; or color schemes, exterior finishes, and materials; and similar features that are recommended for use within the Property, provided that said guidelines shall not be in derogation of the minimum standards required by the Declaration. In the event of any conflict between the Design Guidelines and the Declaration, the Declaration shall prevail.

ARTICLE VIII

OUTBUILDINGS AND ANIMALS

8.01 Outbuildings.

The Master Association must approve all Outbuildings. All Outbuildings must be sited according Salt Lake County Code. No corral shall be constructed or maintained closer than twenty (20) feet to any open waterway that drains into a natural stream. Surface drainage from corrals shall not be permitted to drain into a live waterway that drains into a natural stream. The building materials must be harmonious with the Dwelling and the roof materials must be the same as the roof materials used on the Dwelling. The location of Outbuildings must not detract from the Dwelling; the siting of the primary Dwelling should always be the focus. The Master Association will approve the height and size of each Outbuilding based on its siting and proportion to the primary Dwelling. The Neighborhood Declarations for each Neighborhood Area determine the number of Outbuildings permitted on Lots in different Neighborhood Areas of the Property.

Dwelling	Lot Size (approximate)	Maximum Outbuildings Allowed
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Homes	_____ acres	_____
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8.02 Animals

Large animals are horses, llamas, donkeys, and burros. Small animals are dogs, sheep, and goats. Additionally, a maximum of two (2) cats are allowed on all Lots up to _____ acres (_____ square feet) and four (4) cats are allowed on all Lots larger than _____ acres (_____ square feet).

Dwelling	Lot Size (approximate)	Small Animals (Maximum Allowed)	Large Animals (Maximum Allowed)
Homes	_____ Acres	2 dogs and up to 2 cats	None

ARTICLE IX EASEMENTS AND CONSTRUCTION

9.01. Easements in Common Area. Declarant grants to each Owner a right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying the property to the Association; and
- (c) The Management Committee’s right to:
 - (i) adopt rules regulating Common Area use, including rules limiting the number of guests who may use the Common Area, and charge use fees for such use;
 - (ii) suspend the right of an Owner to use any Common Area amenity (A) for any period during which any assessment or other charge against the Owner's Home remains delinquent, and (B) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents; provided, the Management Committee may not impair an Owner or occupant's access to his or her Home;
 - (iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;
 - (iv) rent any portion of any clubhouse or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;
 - (v) permit use by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Management Committee’s discretion; and
 - (vi) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Management Committee regulation. An Owner who leases his or her Home shall be deemed to have assigned all such rights to the tenants of such Home for the lease term.

9.02. Easements for Utilities and Other Infrastructure.

(a) Installation and Maintenance. Declarant reserves for itself, during the Development and Sales Period, and grants to the Association, and utility providers, easements (which shall be perpetual unless specifically limited, and non-exclusive unless made exclusive) throughout the Property (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and infrastructure, cable and other systems for sending and receiving data and/or other electronic signals, drainage systems, and security and similar systems to serve The Property;

(ii) install walkways, pathways, and trails, street lights, and signage on property which Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose on a Plat;

(iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarant's sole discretion, to develop property as a part of The Property. The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

9.03. Easements for Development. Declarant reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, a non-exclusive easement over the Common Area for enjoyment, use, access, and development of The Property, including portions not subject to this

Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for (a) making, constructing, and installing improvements (within the Common Areas and elsewhere), as it deems appropriate in its discretion, (b) construction of roads, and (c) connecting and installing utilities.

If the above easement grants permanent access to any property that is not submitted to this Declaration, Declarant, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

9.04. Easements for Maintenance, Emergency, and Enforcement. Declarant grants to the Association non-exclusive easements over the Property, including the Lots, as necessary to fulfill their respective maintenance responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Lot or into any Home for emergency reasons, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Any member of the Management Committee, and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties may exercise such rights. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Without limiting the generality of the foregoing, the Association shall have the following specific easements over certain Lots: (a) an easement over those Lots which border on a lake, trail, or similar improvement as necessary to perform maintenance; (b) an easement over any Lot that borders on the Open Space as necessary for maintenance of such Open Space; and

(c) an easement over such other portions of the Lots subject to, or adjacent to, such specific easement areas as reasonably necessary to access such easement areas.

Declarant grants to the Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents.

9.05. Easements for Cross-Drainage. All portions of the Property shall be burdened with easements for natural drainage of stormwater runoff from other portions of The Property; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of stormwater onto adjacent properties without the consent of the Owner(s) of the affected property, the Management Committee, and Declarant during the Development and Sale Period.

9.06. Rights to Stormwater Runoff, Effluent, and Water Reclamation. Declarant reserves for itself and its designees all rights to ground water, surface water, stormwater runoff, and effluent located or produced within the Property, and each Owner agrees, by acceptance of a deed to a Home, that Declarant shall retain all such rights unless and until it assigns such rights to the Association, as applicable. Such rights shall include the reservation of an easement over the Property for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without

Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

ARTICLE X CONSTRUCTION

10.01. Construction. Approval of construction plans is a two-step process. First Step: Get Master Association approval.

Second Step: Get a Salt Lake County building permit. No construction of any kind shall commence without approval in writing from both the Master Association and Salt Lake County.

10.02. Master Association Approval for Building. At the time of submission of Plans, a nonrefundable fee, set by the Master Association and subject to change, shall be paid to the Master Association to cover costs of review, approvals, and ongoing inspections and monitoring for both the house plans and the landscape/sprinkler plans.

Two (2) sets of the following must be submitted to the Master Association along with the applicable fee:

- (a) Complete Plans and specifications for any proposed construction, remodeling, or alterations of a Dwelling, Outbuilding, or Improvement;
- (b) Site plan together with topography and elevations; and
- (c) A written description of proposed exterior materials including colors, roof, walls, trim, and porch, etc.

One (1) set of a colored rendering or photographs, or brochures, paint color chips, etc. must be submitted to the Master Association – these may be mounted on a sample board or contained in a large manila envelope. The Master Association acknowledges the difficulty in choosing colors and materials at the time this is submitted is difficult. The Master Association will accommodate a reasonable number of changes but will not approve changes that decrease the value of the home in any way.

All Dwellings, Outbuildings, and Improvements submitted to the Master Association must be corner staked for onsite Master Association inspection prior to Master Association final approval of plans.

The Master Association shall approve or disapprove Plans within twenty-one (21) days after the receipt of the Plans. If the Master Association fails to approve, disapprove or contact the Owner during the twenty-one (21) day period, such Plans shall be considered approved. In the event of disapproval, the Master Association shall, when possible, provide recommended alterations to the Plans. The Master Association will endeavor to review re-submittals as promptly as possible, but re-submittals are subject to the same time periods and restrictions as original applications. The Master Association shall have the right to disapprove any Plans submitted to it on any reasonable basis including but not limited to the following: the Plans are not in accordance with

all the provisions of these restrictions as to design or color scheme; the Plans are not in harmony with the neighborhood and adjacent buildings; the Plans are incomplete; the Plans are contrary to the interests, welfare, or rights of all or any part of the Property or the Owners. After a reasonable appeal process, determined by the Association, the decisions of the Master Association are final.

10.03. Construction Site Cleanliness, Rules and Requirements. The construction site must be kept reasonably clean and all rubbish and construction debris must be contained and not allowed to blow or collect on neighboring Lots. Commercial dumpsters or fenced and covered garbage areas must be provided for each building site. The Lot must be kept clean continuously throughout the construction process. No broken concrete, rocks, or fill dirt may be disposed of anywhere within the Property. Wash out of cement trucks will not be allowed anywhere except on the Lot where the cement was poured. Roadways must be kept free from debris and dirt and construction entrances must be used when available. From the date of settlement, each Lot Owner is responsible for any damages (including sidewalk, curb, gutter, water meter boxes, missing water box lids, rings, etc.) and street cleaning for excess mud and dirt from trucks and equipment, or debris on Common Areas and for not abiding with the requirement to maintain a trash receptacle during construction. Each Owner further agrees to be responsible for cleaning of sidewalk and/or streets with respect to any debris or dirt from Owner's contractors, sub-contractors, etc. including landscape contractors. Declarant recommends that Home Owners require builders to provide dirt ramps over concrete curb, gutter, and sidewalks to protect Improvements during construction. It is the Owner's responsibility to see that all of the above guidelines are followed by contractors and subcontractors.

10.04. Improvements and Landscaping. A Plan for all of the Improvements including, but not limited to, landscaping, automatic sprinklers, hard surface areas, fencing, and outdoor lighting, a list of building materials being used, and a cost estimate must be submitted to the Master Association for approval, either at the same time the building plans are submitted or no later than sixty (60) days prior to the date when Owner plans to begin to install such Improvements. This is to allow time for review and possible revision. The Plan must include an automatic sprinkler plan, a combination of trees, plantings, grass, hard surface materials and layout, fencing, and all other appropriate detail. All trees and plants should be identified by name and size. Owners must take into consideration the mature size of all trees and plants and the eventual impact on neighbors' views.

If a Certificate of Occupancy is issued between September 1 and March 31, all front and side yard landscaping must be completed no later than July 1. If the Certificate of Occupancy is issued between April 1 and August 31, all front and side yard landscaping must be completed within ninety (90) days of issuance of the Certificate of Occupancy. Side yards in this instance are calculated as being half the distance from the front corner of the home to the back corner of the home, with the exception of corner lots which will need to have the entire exposed side yard completed.

Landscaping in backyard and remaining side yard areas, including sprinkling systems, trees, plant material, grass, hard surfaces, recreational areas, etc. must be completed within twelve (12) months from receipt of the Certificate of Occupancy.

10.05. Fencing. All fences, screens or walls, including fencing designed and used for animal enclosures, must be approved by the Master Association. Traditional chain-link fencing may not be used for primary fencing; it may only be used to confine animals within a yard if it is completely concealed from view during all seasons of the year. Fences and walls shall not exceed six (6) feet in height in side yards or backyards. Fences, walls or hedges should not exceed three (3) feet in front yards or in side yards from the average front line of the Dwelling forward. The Master Association encourages open fencing.

10.06. Fencing and Sight Distance at Intersections. No fence, wall, hedge or shrub planting in excess of three (3) feet in height above road grade shall be placed on any corner Lot within a triangular area formed by the streets at the Property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, except a reasonable number of trees pruned enough to permit automobile drivers an unobstructed view. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street Property line with a driveway. This shall not require changes in the natural grade on the site. If a necessary traffic or street sign is proposed to be placed near an intersection, the Master Association may apply different standards. Salt Lake County standards will apply if they are more restrictive.

10.07. Exterior Lighting. Any light used to illuminate Dwellings, garages, patios, parking areas, landscaping or for any other purpose shall be directed, to the extent reasonably possible, to reflect light away and downward with minimal glare from adjacent Dwellings and Outbuildings and away from the vision of passing motorists.

10.8. Energy Star Efficiency. It is required that all homes be designed and built to be Energy Star certified.

ARTICLE XI ENVIRONMENTAL RESPONSIBILITY

11.01. Garbage Removal and Toxic Waste. Owners will place their garbage in an approved container and location and such garbage will be collected on a weekly basis by an entity designated by the Association. When not placed out for scheduled collection, all garbage cans or containers must be stored in the garage or covered storage area pertaining to the unit visible from the roadway. Garbage cans are not to be left in the collection location for more than twenty-four (24) hours. All toxic and/or environmentally sensitive waste must be properly disposed of and absolutely shall not be put in the sewer or storm drain system.

11.02. Fire Protection. Fire protection will be provided by the Salt Lake County Fire Department.

11.03. Open Space. The Declarant has identified Open Space on the Plat. The Open Space shall be accessible to all Owners of the Property, subject to reasonable rules and restrictions of the Association. Nothing shall be built or developed on this Open Space, other than improvements built by the Declarant during the development process.

11.04. Waiver of Damage Claims. Each Owner for himself and his successors and assigns and his guests and invitees waives all claims for damages, injuries, or any other claim resulting from the Owner's use of the Open Space, including claims for damages resulting from the gross negligence of the Association in the management and maintenance of the Open Space.

ARTICLE XII EXTERIOR MAINTENANCE

12.01. Maintenance of Building Exteriors. The exterior maintenance of all the Homes is the responsibility of the Association. Additional information respecting the obligations of ownership in the Homes shall be set forth in the Supplemental Neighborhood Declaration for the Homes Neighborhood Area. In all of the other Neighborhood Areas, the exterior maintenance of the Dwellings and all Outbuildings is the responsibility of each individual Owner. All maintenance of the Common Areas is the responsibility of the Association.

12.02. Improvements. All Improvements including, but not limited to, sprinkling systems, trees, shrubs, flowers, grass, groundcover, fences, and hard surface areas, including maintenance thereof, are the responsibility of each individual Owner of a Custom Lot.

ARTICLE XIII INSURANCE

13.01. Declarant/Association Insurance. The Association shall obtain from insurance companies licensed to do business in the State of Utah and shall keep in full force and effect at all times, the following types of insurance covering Open Spaces and the Common Area and shall pay the premiums thereon as a common expense.

13.02. Fire and Casualty Insurance. The Association shall obtain a policy or policies of insurance on the Common Areas of the Property in such amounts as shall provide for the maximum insurable replacement thereof in the event of damage or destruction. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association shall elect such "deductible" provisions as in the Association's opinion is consistent with good business practice.

13.03. Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive liability insurance coverage, in such amounts and in such forms, as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Property or any portion thereof.

13.04. Contractors'/Subcontractors' Insurance. All contractors and subcontractors who provide any services on any of the Lots, Homes, or Common Areas of the Property are required to provide and maintain adequate liability, personal injury, project, risk, and hazard insurance for the duration of their services. Written proof of such insurance must be provided to the Declarant, the Master Association, or the Association prior to the commencement of services.

ARTICLE XIV VIOLATIONS AND ENFORCEMENT

14.01. Master Association and Association Powers and Enforcement. Enforcement under this Declaration may be accomplished by any lawful means, including proceeding at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain or eliminate the violation or recover damages. The violator shall be required to pay the expenses incurred therein, including reasonable attorney fees. As set forth in ARTICLE IV, the Association may enforce failure of Owners to pay Assessments through recording a Notice of Lien with the Salt Lake County Recorder and foreclosing the lien against the applicable Home in accordance with the provisions relating to foreclosure of trust deeds under Utah law, or under any other laws relating to lien enforcement. The Association may also enforce the Assessments through personal action against the Owners, or through any other remedy available at law or in equity. No liability shall attach to the Declarant, the Master Association, or the Association in acting pursuant to the provisions of this Declaration.

14.02. Complaint Procedures. The Declarant, the Master Association, or any Owner has the right to file a complaint with the Master Association or Association regarding any other Owner's noncompliance with the terms of this Declaration. All complaints must be written, dated, signed, and mailed by registered mail to the Master Association or Association. The Association or the Master Association shall have the right, but not the obligation, to pursue any complaint. Upon receiving a complaint, the Association or the Master Association shall have a limited right of entry upon such a Lot to view the exterior only of a Dwelling, Outbuilding or any other Improvements for the purpose of assessing compliance with the Declarations herein. Reasonable notice (except in cases of emergency) shall be fifteen (15) days after Owner is notified in writing. Agents of the Association and/or of the Neighborhood Associations shall also have the right, as set forth in the Supplemental Neighborhood Declaration for the Home Neighborhood Areas, to enter those Homes for purposes of inspection and maintenance of Common Areas, as necessary.

14.03. Enforcement by Others. Owners may bring a legal action for damages, specific performance, or injunctive relief against any other defaulting Owner, and in addition may sue to enjoin any violation of this Declaration.

14.04. Animals. Should any animal become an ongoing nuisance to other Owners, the Owner of the animal will be subject to a fine as established by the Association, which shall be an Assessment on the monthly Assessment for which a lien may be filed against the Owner's Home. If the Owner of the offending animal or animals refuses to solve the problem within a reasonable time (as set by the Association), the Association may direct the removal of any animal or animals that detract from the natural surroundings, adversely affect property values or impinge on the quiet enjoyment of any Owner.

14.05. Failure to Comply. Any Owner's failure to comply with any of the provisions in this Declaration or rules or regulations adopted pursuant thereto shall be grounds for relief that may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The terms of this Declaration shall be liberally construed to effectuate their purposes in creating conditions that are supportive of maintaining

the environment and a spirit of comity among neighbors, and any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

If, after due notice, an Owner fails to remedy a violation, the Master Association, the Association, or the Declarant may (in addition to other lawful remedies available to it) cause such violation or condition to be remedied and the cost thereof shall be charged to the Owner of the Home, in which event such costs shall be treated as a special Assessment to such Owner and shall attach to his Home, and shall be subject to levy, enforcement and collection by the Master Association or Association in accordance with the Assessment lien procedure provided for in ARTICLE IV and Section 14.06 of this Declaration.

Each Owner specifically agrees that in the event the Declarant or Association is compelled to enforce the terms hereof, in Court or otherwise, that the Owner shall pay all costs arising from his/her default or failure to abide by all the terms and conditions imposed, including reasonable attorney fees.

14.06. Fines. The Management Committee may assess a fine or fines against an Owner or Owners for a violation of the Association's rules and regulations. Before assessing a fine, the Management Committee shall give notice to the Owner(s) of the violation and inform the Owner(s) that a fine will be imposed if the violation is not cured within a time period determined by the Management Committee, which shall be at least forty-eight (48) hours.

Fines assessed by the Management Committee shall:

- (a) be made only for a violation of a rule or regulation that is specifically listed in the Governing Documents as an offense that is subject to a fine;
- (b) be in the amount specifically provided for in the Governing Documents for that specific type of violation, not to exceed Five Hundred Dollars (\$500.00) per month; and
- (c) accrue interest and late fees as provided in the Governing Documents.

Cumulative fines for a continuing violation may not exceed Five Hundred Dollars (\$500.00) per month.

An Owner who is assessed a fine by the Management Committee may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the Governing Documents. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

An Owner may appeal a fine assessed by the Management Committee by initiating a civil action within one hundred eighty (180) days after a hearing has been held and a final decision has been

rendered by the Management Committee, or the time to request an informal hearing has expired without the Owner having properly requested a hearing.

A fine assessed under this provision that remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under Utah Code Ann. § 57-8-20.

14.07. Dispute Resolution.

(a) The Association, the Management Committee, Owners, and other persons subject to these CC&Rs agree that it is in the best interests of all concerned to encourage the amicable resolution of disputes involving the Association without the emotional and financial costs of litigation. Accordingly, each of the foregoing agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first

submitted such Claim to the alternative dispute resolution procedures set forth in Section 14.08 in a good faith effort to resolve such Claim.

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

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of anyone arising from the Association's CC&Rs or Bylaws;

(iii) the design or construction of improvements within the Association;

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 14.08:

(1) any suit by the Association to collect assessments or other amounts due from any Owner;

(2) any suit by the Association 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 Association's ability to enforce the provisions of the Governing Documents;

(3) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Association's Governing Documents;

(4) any suit in which any indispensable party is not bound hereby; and

(5) any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required in Section 14.08(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.

14.08. Dispute Resolution Procedures.

(a) Notice. A person asserting a Claim (“Claimant”) against another person subject to this Section (“Respondent”) shall give written notice to each Respondent and to the Management Committee 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.

(b) Negotiation. The Claimant(s) and Respondent(s) 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, the Management Committee may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the Notice described in Section 14.08(a) (or within such other period as the parties may agree upon), the Claimant(s) shall have thirty (30) additional days to submit the Claim to mediation with an individual or entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the _____ City or State of Utah area.

If the Claimant(s) does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant(s) shall be deemed to have waived the Claim, and the Respondent(s) shall be relieved of any and all liability to the Claimant(s) (but not third parties) on account of such Claim.

If the parties do not settle the Claim within thirty (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(s) 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.

(d) 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 agreement 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.

14.09. Arbitration. Any claim or controversy that cannot be resolved pursuant to Section 14.07 or 14.08 between any person bound by these CC&Rs and the Association or a representative of the Association that arises out of or relates to the ownership and use of a Home or the Common Areas of the Association, other than actions brought by and on behalf of the Association for 1) the collection of assessments and fines, or 2) respecting the enforcement of these CC&Rs by or on behalf of the Management Committee, shall be submitted to arbitration according to regulations prescribed by the Association's Management Committee. In the absence of any such regulations, arbitration shall proceed pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), although such arbitration need not proceed with the AAA. Each Owner, by acquiring or maintaining an ownership interest in the Association, agrees to arbitrate all such disputes according to this provision and the regulations prescribed by the Management Committee pursuant to this provision, and agrees that judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

ARTICLE XV DURATION AND AMENDMENT

15.01. Duration. This Declaration shall continue in full force for a term of twenty-five (25) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Recorder, meeting the requirements of an amendment to this Declaration as set forth in Section 15.02.

15.02. Amendment. During the Declarant Control Period, Declarant may at any time amend this Declaration to qualify the Property with lending institutions or for any other purposes Declarant deems desirable or necessary. Declarant shall have the sole right to terminate or modify this Declaration during the period of Declarant Control by recordation of an amendment. The Declarant will notify the Association of said amendment no later than the next regularly scheduled Association meeting if meetings are being held, otherwise the only required notice shall be the recordation of the amendments. After the Declarant Control Period, the Association may amend the Declaration by vote of two-thirds (2/3) of the Owners. Any amendment shall be effective upon recording with the County Recorder of Salt Lake County.

ARTICLE XVI GENERAL PROVISIONS

16.01. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall not otherwise affect any other provisions that shall remain in full force and effect.

16.02. Singular Includes Plural. Whenever the context of the Declaration requires it, the singular shall include plural, and the masculine shall include the feminine.

16.03. Covenants, Etc., Shall Run With the Land. All of the limitations, restrictions, easements, conditions, and covenants herein shall run with the land and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner and are imposed upon the Property as a servitude in favor of each Home thereof as the dominant tenement or tenements.

16.04. Liability. Neither the Declarant, its assignee, or delegate, nor the Master Association or Association, nor any member of the Master Association, nor any member of the Management Committee of the Association shall be liable to any person for any action or failure to act hereunder where such action or failure was taken in good faith.

16.05. Wildlife. Home Owners should expect that wildlife will frequent the area and likely be on their Lots. Owners should be aware that their landscaping might possibly be damaged by wildlife. Owners should take measures to protect themselves, families, guests, pets, landscaping, etc. using methods that will not injure or affect the property rights of other Owners.

16.06. Additional Governmental Requirements. Notwithstanding anything else herein contained to the contrary, if any part or provision of this Declaration shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect any other part or provision of this Declaration, except that part or provision so adjudged to be unconstitutional, invalid, or unenforceable. Also, in the event that a part or provision of this Declaration shall be adjudged unconstitutional, invalid, or unenforceable, Declarant and their successors and assignees shall be absolved from enforcing said part or provision.

16.07. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Recorded Neighborhood Plat or other instrument recorded in the office of the County Recorder of Salt Lake County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned or the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration or any other declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect. Not as a limitation of the generality of the foregoing, Declarant expressly reserves the right at any time and from time to time to amend the development plans for the Planned Residential Development.

16.08. No Warranty of Enforceability. While Declarant has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any of the provisions of this Declaration. Any Owner acquiring a Home in the Property in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring any Home agrees that Declarant shall have no liability therefore.

ARTICLE XVII EXPANSION OF THE COMMUNITY

17.01. Annexation by Declarant. Declarant may, from time to time, subject additional adjacent properties to this Declaration by a recorded Supplemental Declaration that describes the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to annex property pursuant to this Section expires upon the earlier of: (a) ten (10) years from the recordation of this document; or (b) when Declarant voluntarily terminates such right. Any such termination, transfer, or assignment shall be memorialized in a recorded instrument executed by Declarant.

Nothing in these CC&Rs shall require Declarant or any successor to subject additional property to this Declaration.

17.02. Filing Supplemental Declarations. To evidence the incorporation or annexation of additional property, Declarant shall record a Supplemental Declaration that shall incorporate this Declaration by reference. Following such incorporation or annexation and the recordation of such additional plat or maps, then and thereafter the Owners of all Homes in the Property shall have the rights, privileges, and obligations set forth in this Declaration and each applicable Supplemental Declaration.

17.03. Effect of Filing Supplemental Declaration. Unless otherwise specified, a Supplemental Declaration shall be effective upon the earlier of (a) notice to the Persons who are affected by such Supplemental Declaration; or (b) recording. The Homes subjected to this Declaration by Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for Regular Assessments with all other Homes.

ARTICLE XVIII

ADDITIONAL RIGHTS RESERVED TO DECLARANT

18.01. Withdrawal of Property. Declarant reserves the right to amend this Declaration, during the Declarant Control Period, to remove any unimproved portion of the Property from the coverage of this Declaration. "Unimproved" means that no permanent structure has yet been built on the property. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if other than the Declarant.

18.02. Marketing and Sales Activities. Notwithstanding anything in the Governing Documents to the contrary, Declarant, its Affiliates, and builders may construct and maintain upon portions of the Common Area and other property they own, such facilities, activities, and things as, in Declarant's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Homes. Such permitted facilities, activities, and things shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant, Declarant's Affiliates, and builders may park vehicles in areas other than garages or driveways, including on streets. Builder's rights under this Section are subject to Declarant's approval.

18.03. Right to Approve Changes in Governing Documents. No amendment to or modification of the Governing Documents shall be effective without prior notice to and the written approval of Declarant during the Development and Sale Period.

18.04. Community Systems. Declarant reserves for itself, its Affiliates, successors, and assigns, a perpetual right and easement to install and operate within The Property such improvements as Declarant, in its discretion, deems appropriate to service the improvements and the structures within any Lot or other portion of the Property. Such right shall include, without limitation, Declarant's right to select and contract with companies licensed to provide telecommunications, cable television, and other services in the Property, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

(Signature page to follow)

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed this ____ day of _____, 2019.

DECLARANT:

537 DENVER, LLC

Name: Tyson Williamson
Title: Manager

State of Utah)
 ss.
County of _____)

Subscribed and sworn to before me on this ____ day of _____, 2019 by

_____.

Notary Public

EXHIBIT "A"

[INSERT LEGAL DESCRIPTION]