

After Recording Return To:

Oquirrh Mountain West, LLC
65 N 920 E
Orem, UT 84097

ENT 54688:2017 PG 1 of 23
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2017 Jun 06 03:35 PM FEE 83.00 BY VP
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OQUIRRH MOUNTAIN RANCH

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter “Declaration”) is made on the date evidenced below by Declarant (as defined in Article I) and the undersigned owners, as owners of all of the real property described in Exhibit A attached hereto.

RECITALS

A. The Declarant and the undersigned owners are the fee simple owners of all of the land described on the plat of Final Plat 1 Oquirrh Mountain Ranch Phase A subdivision recorded in the Recorder’s Office of Utah County, Utah (the Recorder’s Office).

B. It is the intention of the Declarant and the undersigned owners to develop all of the land described in Exhibit A subject to this Declaration and to ensure a uniform plan and scheme of development, and unto that end the Declarant and the undersigned owners hereby adopt, impose and subject the property described in Exhibit A to certain covenants, conditions, restrictions and easements as set forth herein: (1) to provide for uniformity in the development of the Lots (capitalized terms are as hereinafter defined) in the Community, and (2) to provide, for the benefit of the Owners, the preservation of the value and aesthetics of the Community and to establish easements, rights and obligations, including the creation of a Design Review Committee (DRC) with the powers of administering architectural and design restrictions and guidelines during the period of development of the Community.

C. The Community is not a cooperative or a condominium project and no community association is or will be formed by this Declaration.

NOW, THEREFORE, the Declarant and undersigned owners hereby declare that the Recitals above are incorporated into this Declaration and that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions restrictions and easements hereinafter set forth:

ARTICLE I - DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 “*Additional Land*” means the real property described as Additional Land in Exhibit B.

1.2 “*Builder*” means an Owner of one or more Lots upon which no Living Unit has been constructed and for which a certificate of occupancy has not been issued.

1.3 “*Community*” means all of the land described in Exhibit A and any property subjected to this Declaration at any time after recording of this Declaration pursuant to the provisions of Article VI below.

- 1.4 “Community Wide Standard”** means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Design Guidelines, and as defined or dictated by the DRC from time to time.
- 1.5 “Declarant”** means Oquirrh Mountain West, LLC, and any successor or assign thereof: (1) to whom all, or substantially all, of its right, title and interest in the Property is conveyed, or (2) to whom it shall expressly transfer, set over and assign all, or substantially all, of its right, title and interest under this Declaration.
- 1.6 “Design Guidelines”** means those architectural and design restrictions, rules and regulations adopted by the DRC from time to time applicable to the Community and which need not be recorded.
- 1.7 “Design Review Committee” or “DRC”** means the body which, during the Development period only, has the authority to review and approve proposed design plans and to ensure that all Living Units and other Improvements within the Lots and the Community harmonize with existing surroundings and structures and comply with the applicable provisions of the Governing Documents over which the DRC is granted authority.
- 1.8 “Development Period”** means the time between the date of recordation of this Declaration with the Recorder’s Office and the date on which the Declarant no longer owns any portion of the Additional Land or any Lot (as further addressed in Section 6.1 below).
- 1.9 “Governing Documents”** means Plats, this Declaration, and the Design Guidelines, all as may be amended from time to time.
- 1.10 “Improvements”** means every structure or improvement of any kind, including but not limited to landscaping, sprinkler pipes, Living Units, decks, porches, awnings, fences, garages, carports, driveways, storage compartments or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).
- 1.11 “Lot”** shall mean and refer to any residential lot or parcel of land upon which a Living Unit is or may be constructed, as shown upon a recorded Plat, including any Improvements thereon.
- 1.12 “Owner”** means the record owner of fee simple title to any Lot, as shown in the records of the County Recorder, but does not include a tenant, contract purchaser, or holder of a leasehold interest or person holding only a security interest in a Lot.
- 1.13 “Park Strip”** means the ground area within the street right of way situated between the back of curb and the sidewalk or, if there is no sidewalk, the back of curb and the right of way line.
- 1.14 “Plat” or “Map” or “Record of Survey Map”** (these terms may be used interchangeably herein) means the plat entitled Final Plat 1 Oquirrh Mountain Ranch Phase A recorded at the Recorder’s Office of Utah County, as the same may be amended or substituted, as well as any plat recorded for any other part of the Community as it may be expanded from time to time.

1.15 “Property” or “Project” means all of the real property and interests described within the boundaries of the Community, including all Lots, roads, easements, and open space.

1.16 “Subdivision” means the real property and interests described in a Plat which property is subject to a Subdivision Declaration.

1.17 “Subdivision Declaration” means a declaration of covenants, conditions and restrictions, or similar document, recorded against a Subdivision.

1.18 “Unit” or “Living Unit” shall mean any residential dwelling unit in the Community and constructed upon a numbered Lot reflected on a recorded Plat.

ARTICLE II - PROPERTY DESCRIPTION

2.1 Property Subject to the Governing Documents. The Community (and all parts thereof) is, and shall be, transferred, held, sold, conveyed, used, occupied and improved subject to the Governing Documents, and all decisions and determinations made by the DRC, which Governing Documents and covenants, conditions and restrictions therein shall run with the land and shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Community or any part thereof, their heirs, successors and assigns, and to any other person who may in any manner use the Community or any part thereof submitted to the provisions of this Declaration, and shall inure to the benefit of each Owner thereof.

2.2 Form of Lot Conveyance - Legal Description of Lot. Each conveyance or installment contract for the sale of a Lot and every other instrument affecting title to a Lot shall describe that Lot by including a provision stating that the conveyance is subject to the provisions of this Declaration, as may be amended.

2.3 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration or by law, the following easements are hereby reserved for the benefit of Declarant, its successor and assigns, and the Owners:

2.3.1 Right of Entry. The DRC and any person authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing review referred to herein and determining whether or not the Lot is in compliance with the Governing Documents. Requests for entry shall be made in advance and at a time convenient to the Owner. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

2.3.2 Utility Easements.

2.3.2.1 Easement. Declarant, its successors and assigns, Builders, any utility provider, each Subdivision, and each Lot Owner shall have a permanent, non-exclusive easement (except to the extent provided otherwise by any separate agreement approved by Declarant) upon, over, under and through all parts of the Community for the installation, maintenance and

repair of utilities and Utility Lines as may be reasonably necessary for the development of any part of the Community and as may or may not be designated on a Plat or separate easement.

2.3.2.2 Utility Line Defined. Utility Line(s) means: (i) sanitary sewer lines (excluding lateral lines located upon a Lot and utilized solely for the benefit of one building or Living Unit), manholes and other related facilities; (ii) water supply lines (excluding lateral lines located upon a Lot and utilized solely for the benefit of one building or Living Unit), valves, gates, manholes, and other related facilities; (iii) the storm drain lines, collection boxes, grates, manholes, and detention pond; (iv) natural gas lines, valves, and other related facilities (excluding any lines beyond a meter); (v) communications transmission lines, sleeves, junction boxes, and other facilities (excluding any facilities located within a building or intended to be used for the sole benefit of an Owner; and/or (vi) electrical transmission lines, sleeves, junction boxes, and other facilities.

2.3.2.3 Limitations. Nothing herein shall be construed as granting any right to connect to any Utility Line which was or is to be constructed solely for the benefit of single Subdivision or Lot or which would exceed its capacity of supply. Unless otherwise approved by the Owner through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property. The Owner through or under which such utility line passes shall have the right to relocate such easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish (except for a reasonable period related to such relocation) any utility services to the property which such Utility Lines serve. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may unreasonably interfere with or damage a Utility Line. The easement area within each Lot and all improvements therein shall be maintained by the Owner of the Lot, except for those improvements for which a public authority, utility provider or other entity is responsible.

ARTICLE III – RESTRICTIONS ON USE

3.1 Residential Use.

Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. No trade, craft, business, profession, commercial or similar activities that cause additional pedestrian or vehicular traffic or create a sight or noise nuisance shall be conducted on or in any portion of the Community.

3.2 Lease Restrictions.

All leases shall be in writing and be subject to the Governing Documents and any failure by the lessee to comply with the terms of such documents shall be a default under the Lease. No Lot may be leased for an initial term of less than thirty (30) days.

3.3 Animals.

No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted within any Lot, except dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose or in any unreasonable numbers. The Owner of any dog must keep such dog on a leash when outside of the Lot or keep it confined within the Lot. Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Community. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for immediate removal of wastes of their animals.

3.4 Offensive Activities.

No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted on any Lot or other portion of the Community, nor shall anything be done in or placed upon any part of the Community which interferes with or jeopardizes the enjoyment of other Lots or which is a source of annoyance to residents. Residents shall exercise extreme care to minimize noise and to use musical instruments, radios, televisions, amplifiers, or any other device so as to not disturb other residents.

3.5 Unlawful Activities.

No unlawful use shall be made of the Community or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

3.6 Rubbish and Trash.

No part of the Community may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Community except in a sanitary container as specified by the DRC or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed.

3.7 Vehicles in Disrepair.

No Owner shall permit any vehicle which is in an extreme state of disrepair to remain parked upon any part of the Community unless such vehicle is within a garage. A vehicle shall be deemed in an extreme state of disrepair if its presence reasonably offends the occupants of two or more of the other Lots.

3.8 Parking of Automobiles and Other Vehicles.

Parking of the following: boats; trailers; oversized/commercial vehicles (vehicles wider or longer than a standard parking space, 19 feet maximum, any vehicle that has more than two axles, or vehicles weighing more than 6,000 pounds); vehicles displaying commercial advertising, logos, or business names exceeding three square feet per side or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle; truck campers; motor homes; RVs; and like vehicles and equipment shall only be allowed for periods of less than 24 hours and for no more than two 24 hour periods in any given seven day period. Such a 24 hour period shall begin upon the first instance of parking of the vehicle and shall expire 24 hours later regardless

of whether the vehicle is parked continuously for 24 hours.

3.9 *Clothes Lines and Materials.*

No clothes lines, clothing racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Unit, unless in an area reasonably screened from public view. No rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Unit unless in an area screened from public view.

3.10 *Signs.*

No advertisement or poster of any kind may be posted in or upon the Properties except: (1) not more than one “for sale” or “for rent” sign, not exceeding twenty-four (24) inches square, may be temporarily placed on a Lot; (2) signs may be placed on the Property by Declarant or a Builder as set forth in Article VII.

3.11 *Antenna and Dish Policy.*

Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite (“DBS”) antennas/dishes, one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed; provided the dish and any wires are installed so as to not be visible from the streets. If locating the dish so that it is not visible from the streets precludes reception of an acceptable quality signal, the dish shall be installed with the least visibility from the streets possible. Location of an FCC approved dish may not be restricted by the DRC so as to cause unreasonable delay in installation; unreasonably increase the cost of the equipment or its installation, maintenance, or use; or preclude reception of an acceptable quality signal. No dish may encroach upon the property of another Owner.

The Owner shall keep the dish in good repair so that it does not violate any portion of this Declaration. The terms “dish” and “antenna” are to be used interchangeably in the interpretation of the above policy.

ARTICLE IV – DESIGN REVIEW AND APPROVAL

4.1 *Design Review Committee.* During the Development Period, the Declarant shall appoint a Design Review Committee (the “DRC”), which shall have the authority during the Development Period to ensure that all parts of the Community, including Subdivisions, Living Units and other Improvements within the Community harmonize with existing surroundings and structures and comply with the applicable provisions of the Declaration over which the DRC is granted authority and with the Design Guidelines. The DRC shall cease to exist after the Development Period, after which time, the provisions of the Governing Documents may continue to be enforced by and among the Lot Owners.

4.2 *Design Guidelines, Application Procedures.* Design and construction of the Lots and Units, Subdivisions and all parts of the Community shall be consistent with and shall comply with the procedures, criteria and requirements set forth in this Declaration and such other

building, architectural and design criteria which the DRC is hereby empowered to adopt and amend from time to time, separate and apart from this Declaration and which need not be recorded (referred to as “Design Guidelines” or their equivalent), to expand, clarify, and otherwise provide for the harmony and compatibility of the Improvements constructed within the Community, and such application procedures which the DRC is hereby empowered to adopt and amend from time to time. Design Guidelines shall also be deemed to include the requirement that the quality of all materials to be used in any construction and Improvements within the Project be equal or superior to that utilized for original construction. All Builders and Owners shall comply with and are bound by the requirements and design restrictions herein and in the Design Guidelines.

4.3 Standard. Properties within Plat 1 Oquirrh Mountain Ranch Phase A shall be subject to the requirements of “Second Time Move-Up” design standards as specified in the Design Guidelines. In deciding whether to approve or disapprove plans and specifications submitted to it, the DRC shall use its best judgment to ensure that all improvements and construction on Lots within the Community harmonize with existing surroundings and structures and comply with the requirements of this Article IV and the Design Guidelines. The DRC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of engineering, structural safety or conformance with building or other codes. Neither the DRC nor any member thereof shall be liable to any person whatsoever for any loss, damage or injury arising out of, or in any way connected with the performance of the DRC’s duties hereunder.

4.4 Submission to DRC. No Living Unit, accessory or addition to a Living Unit, structure, building or other Improvement, or Subdivision shall be constructed or maintained, and no grading or removal of natural vegetation shall occur, on a Lot or in a Subdivision unless approved in advance by the Design Review Committee. Such approval shall be solely at the discretion of the DRC as it deems appropriate from time to time.

4.5 Fees and Deposits. The DRC may charge and collect a fee for the review of plans for the construction or improvement of a Lot or Subdivision or other Improvement and may require such other fees and deposits as established in the Design Guidelines from time to time.

4.6 Application; Plans and Specifications. The Builder or Owner concerned shall submit a written application including a complete set of plans and specifications for the proposed Improvement or Improvements to the DRC by electronic means or otherwise as required by the Design Guidelines (the “Application”). The Application shall consist of, and approval is conditioned upon compliance with, the requirements set forth in the Design Guidelines. Any subsequent changes, improvements, or alterations in such plans must be submitted to the DRC for written approval. The DRC will review the Application in accordance with the procedures in the Design Guidelines.

4.7 Denial Authorized in DRC’s Discretion. The DRC is expressly empowered and authorized to deny any Application, sketch plan, or construction document for whatever reasons it deems prudent and, in so doing, shall have the right to take into consideration, among other things, the suitability of the proposed Improvement, the materials of which it is to consist of, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the

effect of said Improvement on the outlook from neighboring properties or the street. Failure of the DRC to act on an application, sketch, plan or other document shall not be deemed to constitute an approval of any act prohibited by the Governing Documents.

4.8 Changes or Additional Construction. Any and all exterior changes and additions to the DRC-approved plans which occur before, during or after construction, must be submitted to and approved by the DRC prior to their construction.

4.9 Waiver of Requirements. The DRC is authorized, in its sole discretion, to waive or grant exemptions to any provision or requirement of this Article IV or the Design Guidelines. Such waiver or exemption in one or more instances shall not be considered, and shall not be grounds for waiver or exemption, in any other instances.

ARTICLE V - MAINTENANCE OBLIGATIONS

5.1 General. All parts of the Community shall be maintained in good condition and repair by the person or entity responsible for such maintenance, and shall be maintained so as to not detract from the appearance of the Community and so as to not adversely affect the value or use of any other Subdivision, Living Unit or Lot.

5.2 Park Strips. Each park strip shall be maintained continuously by the Owner or Owners of the Lot or Lots that have a common boundary with the park strip, unless a Subdivision Declaration allocates such responsibility to a community association or unless the city or other local authority is obligated to carry out such maintenance. If such areas are damaged by the willful misconduct or negligence of an Owner, its guests, tenants, or invitees, the Owner shall be responsible for all such damage.

ARTICLE VI – DECLARANT RIGHTS AND ANNEXATION

6.1 Development Period. The Development period shall continue from the date of recordation of this Declaration with the Recorder’s Office to the date on which the Declarant no longer owns any portion of the Additional Land or any Lot.

6.2 Expansion of Community. Declarant reserves the right at its sole discretion to expand the Community from time to time to include any part of the Additional Land, or any other land whatsoever, by unilateral action of the Declarant without the consent of any Owner or other person during the Development Period. No representations, promises, or guarantees are being made regarding the number of Lots or type or design of Living Units within the Community.

6.3 No Limitations on Amount of Expansion. There are no limitations on the maximum or minimum amount of property which may be added to the Community. There may be more than one expansion and the expansion may be made as to any land or in any order.

6.4 Process for Expansion.

(a) Expansion of the Community shall occur by the Declarant recording: (1) a plat creating or describing Lots; and (2) a declaration of annexation executed by the Owner of the property described in such plat stating that the area described in such plat is thenceforth subject to this Declaration. Upon the recording of such a declaration of annexation, the property described therein shall be subject in all respects to this Declaration.

(b) No Subdivision Declaration, or amendment thereto, may be recorded against any Subdivision without the approval of Declarant as to the content of such Declaration or amendment.

(c) All Subdivision Declarations shall be subject to and consistent with the Governing Documents. In the event any Subdivision Declaration conflicts with the Governing Documents, the Governing Documents shall control.

6.5 Limitations on Expansion.

(a) Any additional properties made part of the Community shall be for any purposes as determined solely by Declarant, including residential purposes or otherwise. Any additional properties annexed hereto may or may not be architecturally compatible with the existing Living Units and may or may not be of similar quality. The Declarant makes no assurances that any Living Unit constructed on any additional properties annexed hereto will be substantially or in any way identical to existing Living Units. No assurances are made as to the improvement or as to the location of said improvements which shall be made on the Unsubdivided Land or other additional land.

(b) The Declarant shall have sole discretion as to all aspects of development of the Community in any Additional Land or other land made part of the Community.

(c) All taxes and other assessments relating to property to be added must be paid or provided for by the Declarant prior to the addition of the property. Liens arising in connection with Declarant's interest in the property to be added must not adversely affect the rights of existing Lot Owners or the priority of existing first mortgages on the Property.

6.6 Other Rights. In addition to any other rights under this Declaration, during the Development Period, Declarant:

(a) Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Lots or parcels which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week;

(b) For Sale and Other Signs. May maintain a reasonable number of marketing, "for sale," and other signs, the size of which may be determined by Declarant, at reasonable locations on the Property.

6.7 Easements Reserved to Declarant. Declarant reserves unto itself and its successors and assigns:

(a) Non-exclusive easements and rights of way over any strips or parcels of land designated or to be designated on the Plat as drainage and utility easements, sewer easements, drainage and sewage easements, open space, common area or otherwise designated as an easement area over any road or on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Subdivision, Lot, or in the area or on the area in which the same is located.

(c) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting part of the Community or Lot and grade a portion of such area or Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such area or Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(d) Declarant further reserves unto itself, for itself and any Builder, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, other than those Lots conveyed to Owners, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots by Owners.

ARTICLE VII - COMPLIANCE AND ENFORCEMENT

7.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of Governing Documents and any applicable state, federal or local statutes, codes, and regulations. Failure to comply therewith shall be grounds for, among other things, an action or suit maintainable by the DRC or an aggrieved Owner.

7.2 Remedies. Violation of any provisions of the Governing Documents, or of any decision of the DRC made pursuant to such documents, shall give the DRC the right, but not the obligation, in addition to any other rights set forth in the Governing Documents, or under law, to do any or all of the following after giving notice:

7.2.1 Subject to the provisions of this Declaration, to enter the Lot as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any

structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the DRC shall not thereby be deemed guilty of any manner of trespass;

7.2.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

7.2.3 To record, in the records of the County Recorder, against a Lot as to which a violation exists relating to the land or improvements on the land and the noncompliance of such land or improvements with the Governing Documents, a notice of noncompliance setting forth the thing, condition or violation that exists and thereby providing notice to prospective purchasers and all others of the violation and of the requirement that the violation be remedied by the Owner or future Owner of the Lot.

7.3 **Action by Owners or DRC.** Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner or the DRC may bring an action against any applicable person to recover damages or to enjoin, abate, or remedy a thing or condition, or otherwise to enforce the Governing Documents, by appropriate legal proceedings. The prevailing party shall be entitled to an award of its attorney fees and costs in any action taken for the purpose of enforcing or otherwise implementing the terms of the Governing Documents.

7.4 **Injunctive Relief.** Nothing in this section shall prevent an Owner, the DRC, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. In such an action, the violation of any provision of the Governing Documents shall be presumed to cause irreparable harm to the Declarant, the DRC and the Owners.

ARTICLE VIII - AMENDMENT AND DURATION

8.1 Amendments.

(a) **How Proposed.** Amendments to the Declaration during the Development Period shall be proposed to all Owners by and through the DRC upon its own initiative or upon the request of Owners of thirty percent (30%) or more of the Lots, in which case the DRC shall cause the amendment to be proposed to the Owners within 65 days of receipt such request. The DRC shall cause the proposed amendment to be appropriately reduced to writing, which shall then be included in the notice of any meeting at which action is to be taken thereon or attached to any request for vote on or consent to the amendment. The Declaration and the Design Guidelines may be amended after the Development Period if one or more written consents, setting forth the proposed amendment(s), are signed by the members having not less than the minimum voting power that would be necessary to authorize the adoption of the amendments, and carried out according to the requirements of Utah Code Section 16-6a-707 (notwithstanding the fact that the Nonprofit Corporation Act does not otherwise apply).

(b) **Approval Required.** This Declaration may be amended, including addition or deletion of any provision whatsoever, if such amendment is approved by either: (1) Owners of

sixty percent (60%) of the Lots and, during the Development Period, the Declarant, or (2) during the Development Period, the Declarant. Failure to receive such approval shall make the amendment null and void.

(d) Execution and Recordation. An amendment which only requires the approval of Declarant shall be effective when executed by Declarant and recorded with the County Recorder. Any other amendment shall not be effective until the amendment and the written consents specified in 8.1(a) are recorded with the County Recorder against all applicable Lots.

8.2 Duration. The provisions, covenants, conditions and restrictions contained in this Declaration, as amended in whole or in part from time to time as provided above, shall continue and remain in full force and effect until there is recorded an instrument directing the permanent termination of the entirety of this Declaration with no substitution or replacement thereof after the vote and approval of seventy-five percent (75%) of all of the Owners of the Lots and, during the Development Period, of the Declarant. Any such termination shall become effective only if approved and recorded in the manner required for amendments herein.

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.1 Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

9.2 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the applicable party, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

9.3 Lessees and Other Invitees. No damage to, or waste of the Community or any part thereof shall be committed by any Owner or any occupant, guest, invitee, lessee of any Owner or user of the Property, and each Owner shall indemnify and hold the other Owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Unit occupants, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of the Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

9.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Declarant, the DRC or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Declarant, DRC or Owner as to any similar matter.

9.5 Interpretation. All questions of interpretation or construction of any of the covenants or restrictions in the Governing Documents shall be resolved by the DRC during the Development Period, and its decision shall be final, binding and conclusive on all parties affected for all purposes. The covenants, restriction and terms of this Declaration are to be interpreted broadly to give effect to the Governing Documents and to grant all the powers necessary for administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the DRC. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or restricting, the general powers granted to the DRC except where powers are expressly restricted.

9.6 Premises Liability. Declarant shall at all times be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Community or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment, of any part of the Community shall be within, under, and subject to another party—and not Declarant, and an Owner or Builder shall defend, indemnify and hold harmless the Declarant against such claim, loss or liability asserted by such Owner or his or her guest, invitee, licensee, tenant, or visitor.

[END OF DOCUMENT – SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, Declarant and Owner of Lots 101,103,104,111,113,114, and 116, has executed this Declaration this June 1 day of June, 2017.

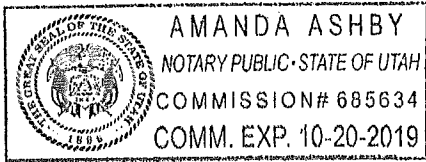
OQUIRRH MOUNTAIN WEST, LLC



By: Scott Kirkland
Its: Manager

STATE OF UTAH)
)ss:
County of Utah)

The foregoing instrument was acknowledged before me on this 26 day of May, 2017 by Scott Kirkland, of Oquirrh Mountain West, LLC.



Amanda Ashby
Notary Public for Utah

OWNER OF LOT 105:

Executed this 26 day of May, 2017.

GARRETT CONSTRUCTION CORP

[Handwritten Signature]

By: DARIN GARRETT
Its: PRESIDENT

STATE OF UTAH)
County of Utah)ss:

Subscribed and sworn to before me on this 26 day of May, 2017 by Darin Garrett.



[Handwritten Signature]
Notary Public for Utah

OWNERS OF LOTS 106, 107, 108, 123, 124, 128, 129, 130:

Executed this 6 day of June, 2017.

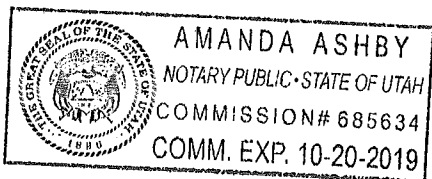
SOLIS HOMES CONSTRUCTION LLC

[Handwritten Signature]

By: MANAGER
Its: MANAGER

STATE OF UTAH)
County of Utah)ss:

Subscribed and sworn to before me on this 6 day of June, 2017 by Josh Winn.



[Handwritten Signature]
Notary Public for Utah

OWNERS OF LOTS 102, 109:

Executed this 26 day of May, 2017.

THE BUILDING GROUP LLC

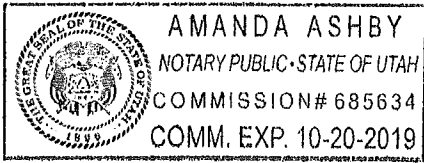
[Signature]

By: DON A. MATHEWS

Its: MANAGER

STATE OF UTAH)
)ss:
County of Utah)

Subscribed and sworn to before me on this 26 day of May, 2017 by



[Signature]
Notary Public for Utah

OWNER OF LOTS 110, 115, 118, 121, 122, 127:

Executed this _____ day of _____, 2017.

RK BUILDERS LLC

By:

Its:

STATE OF UTAH)
)ss:
County of _____)

Subscribed and sworn to before me on this ___ day of _____, 201___ by

Notary Public for Utah

OWNERS OF LOTS 102, 109:

Executed this _____ day of _____, 2017.

THE BUILDING GROUP LLC

By: _____

Its: _____

STATE OF UTAH)
)ss:
County of _____)

Subscribed and sworn to before me on this ___ day of _____, 201___ by
_____.

Notary Public for Utah

OWNER OF LOTS 110, 115, 118, 121, 122, 127:

Executed this 1 day of June, 2017.

RK BUILDERS LLC

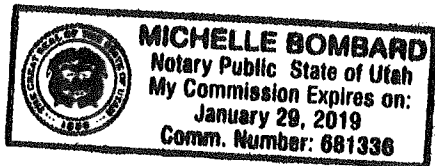
[Handwritten Signature]

By: _____
Its: MANAGER

STATE OF UTAH)
)ss:
County of Salt Lake)

Subscribed and sworn to before me on this 1 day of June, 2017 by
Ryan Kent

[Handwritten Signature]
Notary Public for Utah



OWNER OF LOTS 112, 117, 119, 120, [REDACTED]

Executed this 1st day of June, 2017.

ROB MATHEWS

[Signature]
By:
Its:

STATE OF UTAH)
County of Salt Lake)ss:

Subscribed and sworn to before me on this 1st day of June, 2017 by
Rob Mathews.



[Signature]
Notary Public for Utah

Executed this 2 day of June, 2017.

JOSH BAUM

[Signature]

By:
Its:

STATE OF UTAH)
County of Utah)ss:

Subscribed and sworn to before me on this 2 day of May 2017

By Josh Baum.

[Signature]

Notary Public for Utah

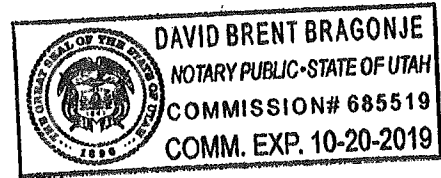


EXHIBIT A

(LEGAL DESCRIPTION OF COMMUNITY)

All of OQUIRRH MOUNTAIN RANCH PHASE A PLAT 1 subdivision, according to the official plat thereof recorded with the office of the Utah County Recorder, state of Utah.

Serial No's: 48:469:0101 – 48:469:0130

EXHIBIT B**ADDITIONAL LAND**

COM AT S 1/4 COR. SEC. 25, T5S, R2W, SLB&M.; N 0 DEG 50' 24" E 2709.62 FT; S 89 DEG 31' 55" E 1296.92 FT; S 38 DEG 0' 30" E 1603.87 FT; S 35 DEG 53' 49" W 117.01 FT; ALONG A CURVE TO L (CHORD BEARS: S 25 DEG 12' 34" W 296.62 FT, RADIUS = 802.27 FT); N 80 DEG 54' 8" W 53.01 FT; N 74 DEG 17' 0" W 351.9 FT; ALONG A CURVE TO L (CHORD BEARS: N 80 DEG 9' 34" W 88.05 FT, RADIUS = 430 FT); S 15 DEG 43' 0" W 61.5 FT; S 15 DEG 42' 59" W 65.15 FT; S 15 DEG 42' 59" W 55 FT; S 15 DEG 42' 59" W 55 FT; S 74 DEG 17' 0" E 99.5 FT; S 15 DEG 42' 59" W 347.09 FT; ALONG A CURVE TO R (CHORD BEARS: S 21 DEG 40' 40" W 57.02 FT, RADIUS = 274.5 FT); S 62 DEG 21' 39" E 51 FT; ALONG A CURVE TO R (CHORD BEARS: S 34 DEG 16' 37" W 75.24 FT, RADIUS = 324.09 FT); S 49 DEG 5' 10" E 68.44 FT; S 15 DEG 43' 0" W 309.53 FT; S 74 DEG 17' 0" E 260.02 FT; ALONG A CURVE TO L (CHORD BEARS: S 81 DEG 56' 55" E 88.04 FT, RADIUS = 330 FT); S 89 DEG 36' 50" E 31.94 FT; S 12 DEG 1' 20" W 51.06 FT; N 89 DEG 36' 51" W 1897.52 FT TO BEG. AREA 109.891 AC.