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When Recorded Return To:

Brian R. Barnhill
OSBORNE & BARNHILL, P.C.
11576 S. State Street, Bldg 204
Draper, Utah 84020



ENT 68778;2009 Pg 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Jun 22 3:39 pm FEE 258.00 BY ED
RECORDED FOR OSBORNE & BARNHILL

NOTICE OF CONTINUING LIEN

This Notice of Continuing Mechanics Lien is hereby given that Stillwater at Saratoga Springs Homeowner's Association, Inc., (hereinafter referred to as "Claimant") of Utah County, Utah, hereby claims a continuing lien pursuant to the Declaration of Covenants, Conditions and Restrictions of Stillwater at Saratoga Springs: a Planned Unit Development, dated April 6, 2005, recorded in the Utah County Recorders Office on February 24, 2006, Entry No. 21864:2006 ("Stillwater CC & R"), upon the real property described hereinafter. Claimant's lien is based upon the following:

1. The Claimant developed the following real property located in the City of Saratoga Springs, Utah County, Utah into single family Lots or Units and Condominiums, as provided in Articles II of the Stillwater CC & R, together with appurtenant common areas and facilities, being more particularly described as follows:

SECTION 12 TOWNSHIP 6S RANGE 1W

LOTS 101 - 177, PLAT 1, STILLWATER SUB., according to the official plat on file with the Utah County Recorders Office.

Parcel No.'s 66:099:0101 - 66:099:0177;

LOTS 201 - 231, PLAT 2, STILLWATER SUB., according to the official plat on file with the Utah County Recorders Office.

Parcel No.'s 66:127:0201- 66:127:0231;

LOTS 301 - 336, PLAT 3, STILLWATER SUB., according to the official plat on file with the Utah County Recorders Office.

Parcel No.'s 66:128:0301 - 66:128:0336;

LOTS 401 - 452, PLAT 4, STILLWATER SUB., according to the official plat on file with the Utah County Recorders Office.

Parcel No.'s 66:164:0401 - 66:164:0452; and

LOTS 501 - 548, PLAT 5, STILLWATER SUB., according to the official plat on file with the Utah County Recorders Office.

Parcel No.'s 66:165:0501 - 66:165:0548.

(Collectively the "Property")

2. Pursuant to Article XV Section 4 of the Stillwater CC & R, the Stillwater CC & R runs with the Property and is binding on and for the benefit of the Claimant and all subsequent owners of all or any part of the Property, their successors and assigns together with their grantees, heirs executors administrators, devisees, and assigns for the benefit of the Project.

3. Pursuant to Article IX Section 1 of the Stillwater CC & R, each owner, and subsequent owner of any Lot, Condominium or Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to Claimant (a) regular annual assessment or charges; (b) special assessments and (c) any individual charges, late fees, interest, costs of collection, and reasonable attorney's fees levied against any owner as provided in the Stillwater CC & R.

4. Pursuant to Article IX Section 1 of the Stillwater CC & R, no owner may exempt himself or his Lot or Unit from liability for payment of assessments by waiver of his rights concerning the common areas or by abandonment of his Lot or Unit. Furthermore, in a voluntary conveyance of a Lot or Unit, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Lot or Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee there for.

5. Claimant has managed, repaired, maintained, administered the common areas, collected assessments, disbursed funds, established and enforced rules to preserve the appearance and value of the Property for each owner thereof ("Labor, Materials, and/or Services provided") as required by Article IV Section 2 of the Stillwater CC & R.

6. There remains an amount due and owing to the Claimant for Labor, Materials, and/or Services provided by Claimant, plus attorneys fees, costs and interest, pursuant to Articles IX and XV of the Stillwater CC & R, which principal amount could change, should additional credits or charges be discovered.

LIEN CLAIMANT: Stillwater at Saratoga Springs Homeowners Association, Inc.
MAILING ADDRESS: 79 Stillwater Drive, Saratoga Springs, Utah 84045
TELEPHONE: 801-766-2721

DATED this 16 day of June, 2009

OSBORNE & BARNHILL, P.C.:



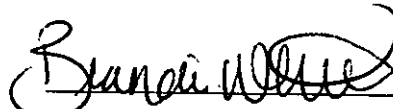
Brian R. Barnhill
Attorney-in-Fact

STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

On the 16 day of June, 2009, personally appeared before me. Brian R. Barnhill, who being duly sworn did say that he is authorized to sign the above and foregoing instrument and acknowledged to me that he executed the same.



NOTARY PUBLIC

