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 DJ Investment Group
 PO Box 1, Draper Utah 84020

DECLARATION OF PROTECTIVE
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR LONE-PEAK CANYON – March 4, 2019 Edition

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- Exhibit One.....Lone-Peak Canyon Final Plat.**
- Exhibit Two.....Lone-Peak Canyon Legal Description.**
- Exhibit Three.....Sample Exterior Elevations for Houses A-F.**

This Declaration is made on the date executed below by the Association after being approved by at least 67% of all voting interests.

RECITALS

- A. Lone-Peak Canyon is a Subdivision within the Hidden Canyon Estates is a residential planned unit development located in Draper City, Utah County, Utah and consists of Seventy-Two (72) developed residential lots. Nine lots, numbered one through nine are located across the street and east from Edge Homes Phase Four.
- B. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in **Exhibit One, Exhibit Two and Exhibit Three**. However, Residential lots 1 through 9 lots are smaller in size and will be allowed to construct smaller homes compared to those on lots ten through seventy-two, and as more described herein. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;
- C. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.
- D. Under Utah Code Ann. 57-8a-104, more than 67% of the voting interests have approved this Declaration;

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

1 DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

1.1 Articles

Articles mean the Articles of Incorporation for the Lone-Peak Canyon Homeowners Association.,

1.2 Association

Association means the Lone-Peak Canyon Homeowners Association, Inc. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval.

1.3 Board

Board means the Board of Directors. The Board is known as the Management Committee in the Bylaws. Board of Directors and Management Committee shall be synonymous. The Board governs the property, business, and affairs of the Association.

1.4 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time.

1.5 Reserved

1.6 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of the Owners; expenses authorized by the Governing Documents or the Community Association Act as common expenses; any other expenses necessary for the common benefit of the Owners.

1.7 Community Association Act

Community Association Act shall mean Utah Code §§ 57-8a-1 *et seq.*, as amended or replaced from time to time.

1.8 Declaration

Declaration means this document, as amended, supplemented, or restated from time to time.

1.9 Director

Director means a member of the Board.

1.10 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and rules and regulations.

1.11 Residential lot

Residential lot means a separately numbered parcel of property as shown on the Map. Residential lots shall include all utility lines and other installations exclusively serving the Residential lot whether under or over the Common Areas or not.

1.12 Map

Map means the record of survey map on file with the Utah County Recorder.

1.13 Member

Member means an Owner.

1.14 Owner

Owner means the owner of the fee in a Residential lot together with an undivided interest in the Common Areas. If a Residential lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.15 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.16 Project

Project means the Lone-Peak Canyon Subdivision within the Hidden Canyon Estates as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project. Exhibit "B" depicts the Final Plat drawing.

1.17 Resident

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

2 SUBMISSION

The Project and the Governing Documents are submitted to provisions of the Community Association Act.

3 EASEMENTS**3.1 Easement for Encroachment**

If any part of the Common Areas encroaches on a Residential lot, an easement for the encroachment and for maintenance shall exist. If any part of a Residential lot encroaches upon the Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or Residential lots. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

3.2 Accesses and Easements between lots.

There are several locations throughout the lots whereat easements are given to Draper City, Dominion and other utility companies. Those areas are shown more specifically on the recorded plat.

3.3 Association Easement

The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas to perform their duties as assigned by the Governing Documents.

3.4 Easement for Utility Services

Throughout the Lone-Peak Canyon development, be advised there are public utilities installed under the public streets. Please have your licensed engineer(s) and architect design your home and site plan accordingly.

4 Traverse Ridge Special Service District.

The Lone-Peak Canon Subdivision is located with Draper City's Traverse Ridge Special Service District (TRSSD). The special service district was created by Draper City to pay for additional costs such as snow removal and delivery of culinary water. Accordingly, each resident with the Lone-Peak Canyon community will be responsible for paying the TRSSD costs for their lot.

4.1 SPARE

4.2 Residential lots

Owners shall maintain, repair, and replace their Residential lot at their cost. An Owner's maintenance responsibility extends to all components of their Residential lot as defined in the Declaration, on the Map, and in the Community Association Act. Residential lots shall be maintained so as not to detract from the appearance of the project and to maintain the value of any other Residential lot. Residential lots shall be maintained to protect and preserve the health, safety, and welfare of the other Residential lots and Common Areas. Prior to maintaining, repairing, or replacing any exterior feature, an Owner must submit their plans showing color, style, and shapes for approval by the Association.

5 MEMBERSHIP AND ASSOCIATION

5.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Residential lot, and shall not be separated from the Residential lot.

5.2 Voting Rights

Each Residential lot shall have one vote. Voting is governed by the Bylaws.

5.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

5.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

6 USE RESTRICTIONS AND CITY REQUIREMENTS

6.1 Use of Residential lots

Residential lots may be used for residential use only. Home businesses are allowed as long as they do not require outside employees or increase traffic flow or have exterior indication of a business. Home businesses must also be licensed and comply within Draper City zoning code. No room or rooms can be rented or leased out including rooms above garages or detached garages

6.2 Cancellation of Insurance/Nuisance

Owners and Residents shall not do or keep anything in a Residential lot, which would result in the cancellation of insurance or increase the premium. Owners and Residents shall not do or keep anything in a Residential lot which would violate a law. No noxious, destructive, or offensive activity shall be done in a Residential lot. No activity shall be done which creates a nuisance.

6.3 Rules and Regulations

In addition to Draper City Ordinances, Owners and Residents shall obey the rules created by the Board.

6.4 Signs

Signs, displays, balloons, or banners can be erected on a residential lot for up to one week, provided they are removed within 24 hours of the event. No signs, balloons, posters, banners, displays or other advertising devices of any character shall be permitted, or attached to the entrance gates, or shown on the Common Area. The restrictions of this paragraph shall not apply to any sign or notice ten square feet or smaller in size which states that the Residential lot is for sale. No banners announcing a Residential lot for sale will be allowed, regardless of size. The Association may cause all unauthorized signs to be removed.

6.5 Parking and Snow Removal

No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Subdivision. Licensed, regularly used and operable passenger vehicles (i.e. visitor vehicles) may be parked in the street of the Subdivision for brief periods of time (i.e. less than twenty-four hours). Parking of boats, campers, snowmobiles, recreational vehicles, trailers, etc., is permitted for a period not to exceed 72 hours while transitioning for use. No unlicensed or inoperable vehicles may be stored in the community. Any vehicle improperly parked is subject to towing at the owner's expense. Draper City has requirements for snow removal requires all vehicles be off the street to facilitate timely and safe snow plowing. Check with Draper City for further compliance concerning snow removal on public streets.

6.7 Reserved.

6.7 Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Pigeons and similar are expressly prohibited. Pit Bulls or Pit Bull Dog Mixes are strictly prohibited. No more than a combination of any three animals (such as two dogs and cat) will be allowed at any one time. Furthermore, cats and dogs shall not be released from a resident's residential lot without being leashed or otherwise physically constrained and supervised. Dogs defecating on homeowners' residential lots are required to immediately clean the mess to avoid fines and City violations at a minimum.

6.8 Garbage and Refuse Disposal

No Residential lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials shall not be kept on any Residential lot except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish leaves or trash within the Subdivision is prohibited. Each residential lot and its abutting street are to be kept free of trash, weeds, and other refuse by the residential lot owner. No unsightly material or objects are to be stored on any residential lot in view of the association members.

6.9 Repair of Improvements

No improvements on any Residential lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building is damaged or destroyed, then, subject to

Association approval, such building shall be repaired or rebuilt or shall be demolished at the sole expense of the owner of such Residential lot, within a reasonable amount of time.

6.10 Parkstrips and Sidewalks adjacent Public Roads. Residents are required to show on their home site plan that is submitted to Draper City for approval, a tree layout plan between the curb/gutter and sidewalk which area is known as the parkstrip. The trees the City suggests for our area is listed on the Draper City's web page. Size of the trees are minimum twenty-gallon, eight (8') foot high, three (3") inch caliber minimum. Further, the residents are required to show a note on their home site plan indicating the placement of sod and irrigation (sprinkling) within the parkstrip. The developer will install the sidewalk shortly after the curb and gutter and road is installed, however it will be the resident's responsibility to cut the curb and gutter at the location each home owner within the Lone-Peak Canyon choses to place his/her driveway(s) at the location as shown on the home owners site plan submitted to Draper City for approval.

6.11 Trees Bond and Maintenance of Parkstrips. In addition to the purchase price of the buyer's lot, each individual lot purchaser/owner within the Lone-Peak Canyon subdivision will be required to deposit with the developer \$300 dollars per tree as required by Draper City. The Lone-Peak Canyon developer has already deposited with Draper City a cash bond totaling \$68,000 dollars to insure the trees are planted within the lot owners parkstrip that includes landscaping and irrigation. Depending upon the size and location of the residents lot, there can be a minimum of two trees or maximum of five trees. The deposit is refundable within six months upon the home owner installing the trees including the irrigation (water sprinkling) needed to maintain (water) the trees. Maintenance of the trees and sod (landscaping) placed within the parkway is each individual Lone-Peak Canyon lot owners' responsibility. Failure to maintain the parkway will be a violation to the CCR's herein and the City of Draper's Ordinances.

6.12 Restricted Trees

Poplars, Russian Olives, Chinese Elms, Weeping Willows, Box Elder are prohibited in the Project.

6.13 Timeshares

Timeshares and time-sharing of Residential lots is prohibited. Under no circumstances shall any Residential lot be owned or used as a "time period unit" as defined by Utah Code § 57-8-3(26), as amended from time to time.

6.14 Subdivision/Combination

No Residential lot shall be further subdivided or separated into smaller Residential lots. Multiple Residential lots may be combined into a single Residential lot with written permission from the Association. However, the combined residential lots shall pay assessments on the number of original Residential lots. This provision shall not apply to any residential lot subdivided or combined prior to the effective date of this Declaration.

6.15 Firearms and Projectile Weapons

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited

7 ARCHITECTURAL CONTROL

7.1 Architectural Control Agent

The Developer shall appoint an independent Architectural Control Agent. The Architectural Control Agent shall insure that the exterior of the home within the Lone-Peak Canyon comply with the requirement of this Declaration and harmonize with the surrounding homes. Home owners will be required to submit a set of plans to the Architectural Control Agent that also shows the site plan. However, it is Draper City who will approve the home owners site plan

7.2 Submission to Architectural Control Agent

No home, accessory, addition, repair to the exterior of a home, or other improvement shall be constructed, maintained, or altered unless complete plans have first been submitted and approved by the Architectural Control Agent. The initial fee to have your house plans reviewed **before submission to Draper City** is estimated at two hundred (\$250.00) dollars. Homeowner is required to submit two 24" x 36" printed sets of plans for review and approval. One set of homeowner's plans will be retained by the Architectural Control Agent for their records. Resubmission of the plans that are redlined will require an additional \$125.00 fee for each submission. **Note, the homeowners site/utility plan and specifications concerning structural, electrical, plumbing, H.V.A.C. and storm drainage requires Draper City's approval.**

7.3 Standard

In deciding whether to approve plans and specifications, the Architectural Control Agent shall use its best judgment to ensure that all improvements, construction, color schemes, and building materials harmonize with existing surroundings and structures. Allow a two-week review period for your proposed house plans and one week turnaround in the event of a resubmission.

7.4 Approval Procedure

Any plans submitted to the Architectural Control Agent shall be approved or disapproved in writing within fourteen (14) days after submission. Architectural Control Agent failure to act and communicate the decision within twenty-one (21) days will result in the Agents dismissal and in such unlikely event, the Developer will select a replacement Architectural Control Agent as soon as possible as to not untimely delay the homeowners need for approval.

7.5 No Liability for Damages

The Architectural Control Agent shall not be liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to a request for approval. Any complaints regarding the Architectural Control Agent is to be made directly to the developer.

7.6 Building Materials at Front, Side, and Rear Elevations

All structures constructed within the Project shall be of new materials i.e. manufactured/cultured stone (with exception of natural stone and/or rock) and shall be of good quality workmanship and materials. At least fifty percent (50%) of all exterior construction shall be stone, rock, brick, hardy board (or similar) or stucco. No more than fifty percent (50%) stucco mix and/or new wood (hardly board or similar) on the exterior is allowed. All exterior must have either a 50% Stucco and Stone, 50% Brick and Stucco, 50% Wood and Stone, or 50% Brick and Wood, or 50% Rock/Stone/Brick with either 50% Stucco, Wood. **Homes with only a combination of Stucco and Wood (including Hardy Board or similar) is strictly prohibited.** Natural Stone, Cultured Stone, Natural Rock, Cultured Rock and Brick must be included in the exterior mix.

Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth toned colors, shall be permitted. The exterior elevation of the house cannot be all stucco. However, the exposed foundation can be all but colored to match stucco elsewhere on the house if applicable. Stucco is not permitted for Eaves and Gable Ends. The main exterior color to the structure (house) must be at a minimum of several shades lighter or several shades darker than existing homes immediately next door to the Residential lot. The typical roof pitch shall be at least 6/12. The Architectural Control Agent may grant a variance of the roof pitch. A minimum width of six (6) inches shall be required on the fascia. All stacks and chimneys from fireplaces which combustibles other than gas are burned, shall be fixed with spark arrester. All Owners shall strictly comply *with* all state laws and city ordinances pertaining to fire hazard control.

Roofs may be constructed using asphalt shingles, asphalt laminated shingles, wood shake shingles, or concrete (a.k.a.) tile shingles. Shingles must be top of the line and have a minimum 25-year warranty. Proposed colors, styles, and request for variance must be submitted in writing to the Architectural Control Agent for approval prior to installation.

No aluminum, vinyl or similar siding materials will be permitted, with the following exception. Aluminum and vinyl materials will only be allowed at soffit and fascia area only. Log structures are strictly prohibited.

7.7 Fences

All residents must finish grade their individual lot before the installation of their fences. After each resident's home is sited at the exterior perimeter of their respected lot that borders Draper City's open space must install wrought iron fencing as currently fashioned within the Hidden Canyon Estates Phase 1. In lieu of preferred wrought iron fencing used between neighboring residential lots. Earth-tone stone cultured block is permitted. However, Vinyl, wood or similar fences around the perimeter of the residential lots are strictly prohibited. Chain link factory coated galvanized fence in either in black or green color is allowed within the interior of the residential lot for purposes of a tennis court, swimming pool or pet enclosure; however, chain link fencing cannot be used as perimeter fencing of the residential lot. Height of fence may not exceed Draper City requirements. A written exception may be given for Tennis Courts, upon request and approval of the HOA Board.

7.8 Fixtures, Roof Mounted.

Roof mounted air conditioners are strictly prohibited. However, roof mounted solar panels, roof mounted satellite dish less than one meter in diameter, and roof-mounted antennas are permitted, however it must be installed so as not to be seen from the street, unless permitted pursuant to law.

7.9 Minimum Dwelling Size not including Attached Garage

No dwelling shall be permitted on any Residential lot wherein the floor area of the main structure of the dwelling, exclusive of garages and open porches, is less than the following measurements: (a) For a single story dwelling, 2,600 feet, not including attached garage or basement area; (b) For two story dwelling, 2,000 square feet on the main floor and 1,500 square feet at the second floor totaling a minimum of 3,500 square feet for the combined two floors, not including attached garage or basement. The smaller lots, numbered one through nine (1-9) may reduce the size of the home as noted above as much as twenty (20) percent. The Architectural Control Agent may vary these minimum requirements if, for example, rambler type home substantially exceeds the main level (minimum square foot) allowances, then the second level (minimum square foot) allowance may be reduced. With regard to the attached garage, each home must have a minimum three (3) each vehicle garage doors

at a minimum of nine-foot-wide in width opening; however in lieu of three separate garage doors, a combination of one eighteen foot minimum width door and one nine-foot minimum width door to accommodate three vehicles side by side in the attached garage is permitted. Note, two car (and/or truck) deep garages with only two single garage doors will not be counted as a three-car garage.

7.10 Detached Garages and Exterior Structures.

Detached garages shall not exceed two stories in height, nor have less than 6/12 roof pitch, nor exceed Draper City's height restrictions. Materials shall comply with the Governing Documents. Detached garages shall be first approved by the Architectural Control Agent before submission to Draper City for approval. No detached garage shall exceed the height of the dwelling unless otherwise restricted by Draper City. Exterior finishes must have a 50/50 mix of either stone, brick, hardy board (or similar), and/or stucco. However, the detached garage cannot be an all stucco and all wood mix only. Tuft sheds, accessory buildings and/or tool and garden (Home Depot type) sheds are strictly prohibited unless the exterior matches the existing 50% mix on the main house and additionally the owner first receives permission from the City of Draper.

7.11 Individual Lot Storm Drainage Each individual lot may depending upon the grade direction of the lot be required by Draper City to deal with each lots storm drainage to prevent excess storm drainage created by the home on the lot imperious surfaces i.e. roof tops, driveways. The City of Draper may require some lot owners to show on its site plan how its engineer intends on dealing with the finished lot(s) storm drainage. The same provisions as aforesaid will apply if more than one Lone-Peak Canyon lot is purchased.

7.12 Exterior Lighting and Outlets

All dwellings will require at least one no -volt electric outdoor post lamp retrofitted with a 20-amp electrical outlet (weather type) at the base of each post. The post lamp will require an activating light sensor with a minimum of 100 equivalent (LED) watts of lighting by either single bulb or by multiple bulbs. Exterior garage fighting must also be sensor activated with a minimum of two bulbs. Owners are responsible for the replacement of light bulbs. All security lighting and visibility must always be maintained in good working order. Failure to do within one week of written notice will result in the Association replacing or repairing the light and property Owner will be billed accordingly.

At least two exterior outlets (weather type) shall be located at the front and at each end of the house. These outlets must be on separate amperage breakers and may be placed within the soffit.

7.13 Recreational Vehicles and Units

Other than occupants' automobiles and pickup trucks; recreational vehicles such as RV's, ATV's, boats, trailers, campers, snowmobiles, jet skis and motorcycles must be stored within the occupant's side yard and inside a locked and suitable RV gate.

7.14 Utility Connections

Owners will be responsible for paying for the utility connections and related fees. Further, it is highly recommended that resident install a minimum 200 AMP Service Entry (Power Meter). Owners are not allowed to "reduce" the water meter in size.

7.15 Residential lots with Swimming Pools

Swimming pools must be constructed, fenced, and maintained in accordance with all state and municipal requirements.

7.16. Restriction Living and Use

Rooms above the attached or within the detached garage or in the home owner's (the residents) upper, main or lower area (basement) of the main residential dwelling units is NOT allowed to be used as rentals or leased for dwelling. Family members are exempt from this restriction, provided the HOA is given prior written notice requesting such an exception. The home owners main residential dwelling unit and/or detached garage cannot be used for an office that requires employees use.

8 ENFORCEMENT**8.1 Compliance**

Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in this Declaration.

8.2 Remedies

The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents:

8.2.1 After 15 days' notice, to enter a Residential lot and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance;

8.2.2 To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Community Association Act;

8.2.3 To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners.

8.3 Action by Owner

An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

8.4 Hearings

The board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

9 ASSESSMENTS**9.1 Covenant for Assessment**

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Residential lot, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. If an Owner loses their Residential lot to foreclosure or voluntarily conveys it,

they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

9.2 Annual Budget

The Board shall prepare an annual budget for the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

9.3 Reserve Account

The developer will deposit an initial onetime ten thousand dollars (\$10,000) legal fund. The Association shall maintain annually the \$10,000-dollar legal fund via monthly HOA fees. The Association Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law. After two (2) years from the date of final plat recording the \$10,000 deposit will be refunded back to the developer.

9.4 Regular Assessment

Assessment fee will begin at \$600 annually and is expected to be reduced once the project is nearly fully developed and then eliminated once the subdivision becomes fully developed. The initial assessment fee will be added to the purchase of the residential lot, or when a buyers lot is resold in the future. Following the initial fee paid by the seller, the Association may collect the regular assessment on an annual basis, semi-annual basis, or quarterly basis. Written email notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to fix a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect.

9.5 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any budget shortfall. A special assessment must be approved by a majority of a quorum of Owners.

9.6 Emergency Assessment

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy an emergency assessment to fund the supplemental budget. The Association may levy an emergency assessment up to 50% of the original annual budget without approval from the Owners. If an emergency assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

9.7 Individual Assessment

Any expenses attributable to less than all the Residential lots may be assessed exclusively against the affected Residential lots. Individual assessments include, without limitation:

9.7.1 Assessments levied against a Residential lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

9.7.2 Fines, late fees, interest, collection costs (including attorney's fees);

9.7.3 Services provided to a Residential lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Residential lots and Common Areas;

9.7.4 Reinvestment or transfer fees; and

9.7.5 Any charge described as an individual assessment by the Governing Documents;

9.8 Apportionment of Assessments

Regular, special, and emergency assessments will be apportioned equally among the Residential lots. Individual assessments shall be apportioned exclusively to the Residential lots benefitted or affected.

9.9 Nonpayment of Assessment

Assessments not paid within 30 days after the due date established by the Board will be late and subject to interest at 12% per annum on any delinquent balance and a late fee in an amount to be determined by the Board. Late fees may only be charged once for a missed payment.

9.10 Application of Partial Payments

Partial payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

9.11 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

9.12 Lien for Assessment

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid within sixty days shall result as charge and continuing lien upon each Residential lot against which the assessment is made. The Association shall file a notice of lien to Utah County Recorder's Office as evidence of nonpayment.

9.13 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

9.14 Appointment of Trustee

The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Utah Attorney Steven K. Christiansen, with power of sale, the Residential lot and all improvements to the Residential lot for the purpose of securing payment of assessments under the terms of the Declaration.

9.15 Subordination of Lien

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Residential lot. The sale of a Residential lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not *relieve* the purchaser's obligation to pay 6 months of assessments, late fees, and penalties.

10 Reserved**10.1 Types of Insurance Maintained by the Association**

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

10.2 Insurance Company

The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

10.3 Premium as Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

10.4 Insurance by Owner

Each Owner shall insure their Residential lot, home, and personal property.

10.5 Payment of Deductible

The deductible on a claim made against an Association policy shall be paid for by the party:

10.5.1 Who would be liable for the loss, damage, claim or repair in the absence of insurance; or

10.5.2 From whose Residential lot the cause originates. If there are multiple responsible parties, the loss shall be allocated equally amongst the parties. If a loss is caused by an Act of God, nature, or risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. Deductibles shall be determined by the Board. If the Board changes the deductible amount, sixty (60) days' notice will be given to the Owners. Owners found to be responsible for the deductible, shall be so despite inadequate personal insurance. If the Board finds an Owner to be responsible for the deductible, it shall be an Individual Assessment.

11 MISCELLANEOUS**11.1 Amendment of Declaration**

Owners representing sixty seven percent (67%) or more of the undivided ownership interests in the common areas must approve any amendment to the Declaration. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify the Project from financing eligibility.

11.2 Termination of Declaration

Owners representing 67% or more of the undivided ownership interests in the Common Area must approve a termination of the Declaration.

11.3 Votes without a Meeting

The Association may collect votes without a meeting as outlined in the Bylaws.

11.4 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

11.5 Taxes on Residential lots

Each Residential lot is subject to separate taxation of each taxing authority. Consequently, no taxes will be assessed against the Project except for Association personal property. Each Owner will pay all taxes which may be assessed against him or his Residential lot.

11.1.6 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Residential lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the residential lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Residential lot, each Owner or Resident agrees to be bound by the Governing Documents.

11.7 Severability

If any provision of the Declaration is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

11.8 Waiver

No provision of the Declaration shall be waived or abrogated by reason of a failure to enforce it.

11.9 Gender

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

11.10 Headings

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

11.11 Conflicts

If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

11.12 Effective Date

The Declaration and any amendments take effect upon recording in the Utah County Recorder's Office.

SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW
(Space Below Intentionally Left Blank)

IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers.

Lone-Peak Canyon Homeowners Association

By: *Daniel C. Mack*
Its: President

On this day 5 2019, March personally appeared before me, who being sworn, did say they are the person the Association authorized to execute this Declaration and did certify that more 67% voting interests approved this Declaration.

State of Utah, County of Utah



Notary Public: *Dixie Rollins*

Notary Seal

By: 703676 My Commission Expires: 12/13/22

EXHIBIT 2

LONE PEAK CANYON SUBDIVISION LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 00°08'40" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1782.96 FEET AND WEST 12.18 FEET FROM THE SOUTH QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 11°58'56" EAST 4.62 FEET TO THE POINT OF A 528.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 109.09 FEET THROUGH A CENTRAL ANGLE OF 11°50'16" (CHORD BEARS NORTH 06°03'48" EAST 108.90 FEET); THENCE NORTH 00°08'40" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 426.29 FEET TO THE POINT OF A 300.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 173.90 FEET THROUGH A CENTRAL ANGLE OF 33°12'44" (CHORD BEARS NORTH 16°27'42" WEST 171.47 FEET); THENCE NORTH 33°04'04" WEST 103.76 FEET TO THE POINT OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 145.12 FEET THROUGH A CENTRAL ANGLE OF 33°15'34" (CHORD BEARS NORTH 16°26'17" WEST 143.09 FEET); THENCE NORTH 59°45'46" EAST 1280.24 FEET; THENCE SOUTH 1914.37 FEET; THENCE NORTH 89°59'56" WEST 735.56 FEET; THENCE NORTH 341.92 FEET; THENCE WEST 238.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 35.062 ACRES, MORE OR LESS
 72 LOTS

EXHIBIT 3A

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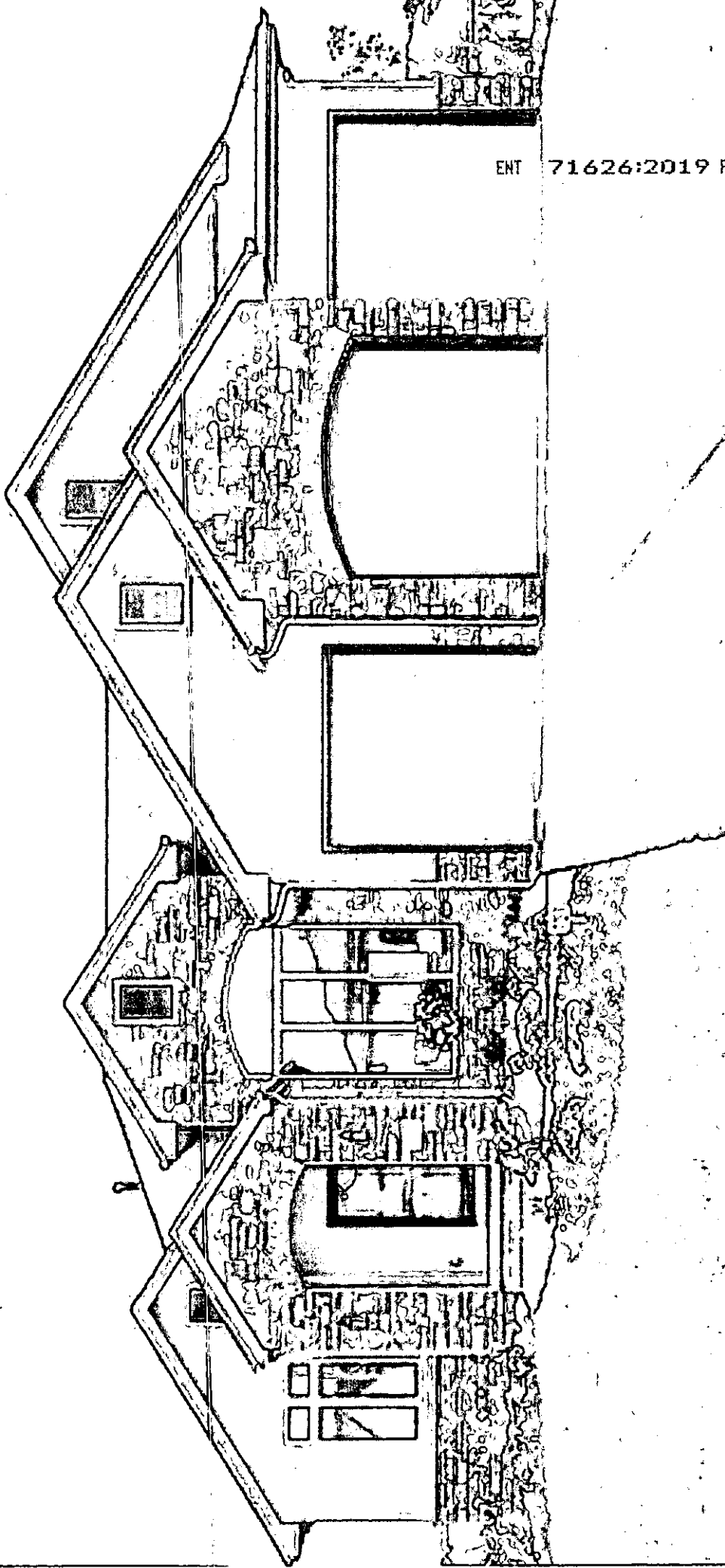




EXHIBIT 3C

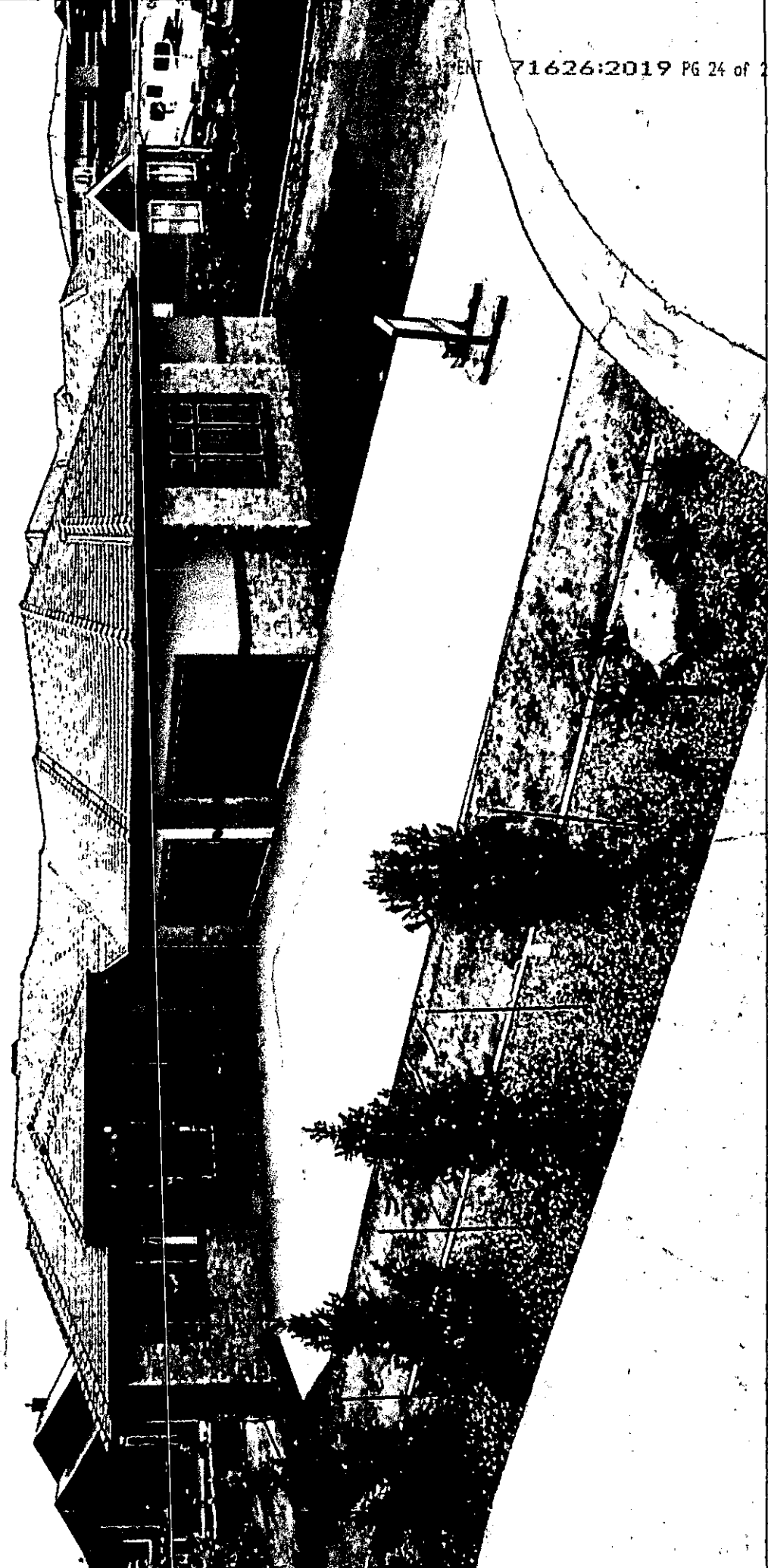




EXHIBIT 3D

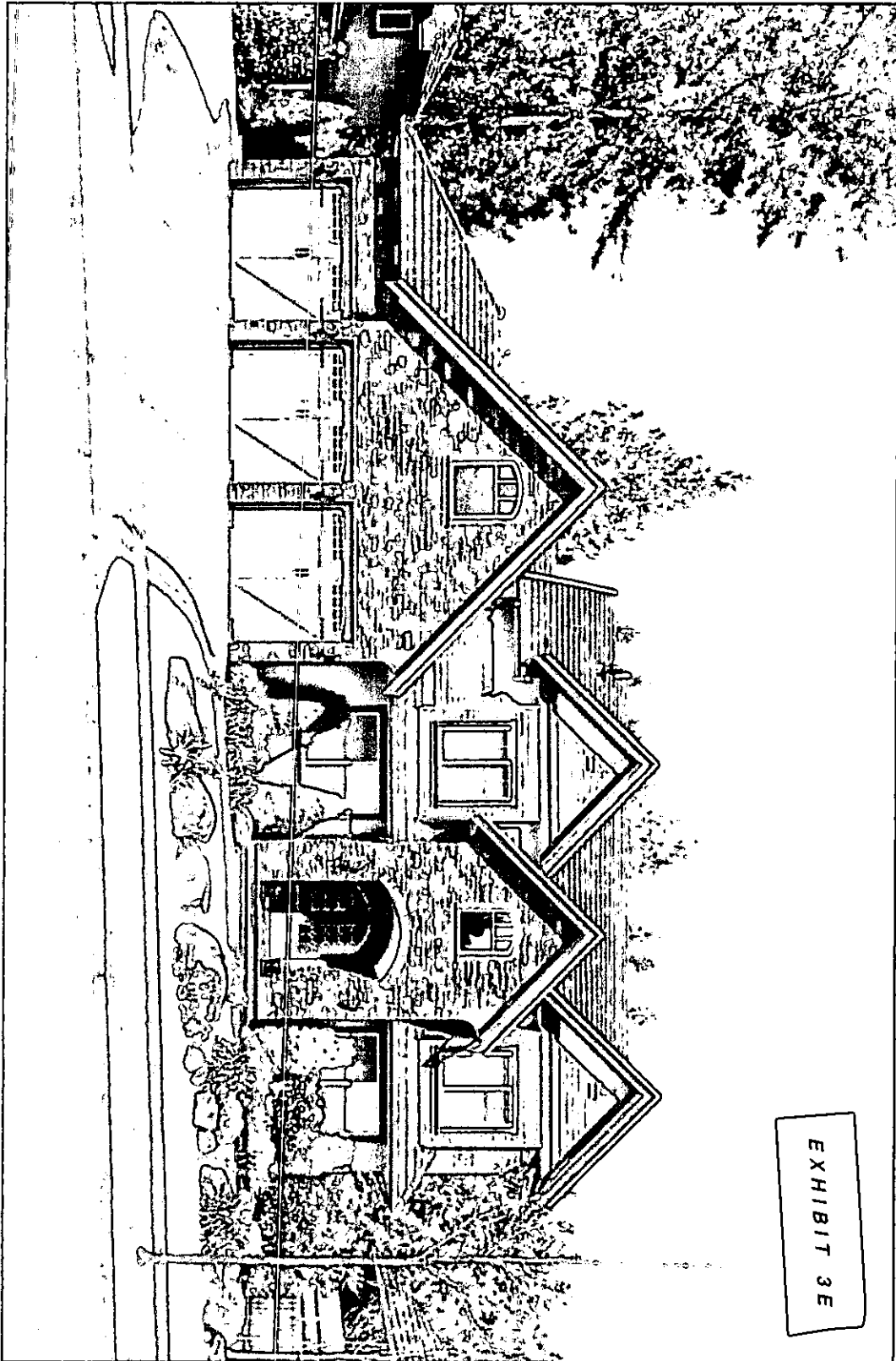


EXHIBIT 3E

