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 10/12/04 10/12/2004 02:29 PM #158.00  
 Book - 9047 Pg - 5731-5766  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SUPERIOR TITLE  
 BY: LDW, DEPUTY - NI 36 pgs

**DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR  
 SPRINGVIEW FARMS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made this 08 day of OCTOBER 2004, by Spring View Capital LLC., a Utah limited liability company (the "Declarant"). LVI, LLC, a Utah limited liability company also joins herein for the limited purposes set forth herein, and with the intent to subject to this Declaration the real property which it owns, which is more particularly described on Exhibit "A-1".

Declarant is the owner of the real property described in Exhibit "A", which is attached and incorporated by reference. LVI, LLC, is the owner of the real property described on Exhibit "A-1", which is attached hereto and incorporated herein by this reference. In contemplation of making this Declaration, and with the full intent that such real property would be subjected to this Declaration without qualification, LVI, LLC, acquired, from Declarant, the real property which is described in Exhibit "A-1". To fulfill the intent of the agreement between Declarant and LVI, LLC, LVI, LLC, unequivocally joins in and subjects such property to this Declaration as fully as if such property had been subjected hereto by the Declarant before any transfer thereof.

Declarant, pursuant to a contract to purchase, expects to acquire additional adjacent real property and to annex such property by Supplemental Declaration. The additional property is described on Exhibit "B".

By this Declaration, Declarant and LVI, LLC, impose upon the Properties (as defined in Article I below) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties, and establish a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, Declarant has caused the Springview Farms Homeowners Association, Inc., to be formed as a Utah non-profit corporation to own, operate and maintain Common Areas, as defined below, and to administer and enforce the provisions of this Declaration, the Bylaws, Design Guidelines, and Use Restrictions and Rules promulgated pursuant to this Declaration.

Declarant and LVI, LLC, hereby declare that all of the property described in Exhibits "A" and "A-1" and any additional property subjected to this Declaration by Supplemental Declaration (as defined in Article I below) shall be held, sold, used and conveyed subject to the pre-existing and following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Superior Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

## **Article I** **DEFINITIONS**

The terms in this Declaration and the attached exhibits shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1. “Area of Common Responsibility”: The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contract, or agreement.

1.2. “Articles of Incorporation” or “Articles”: The Articles of Incorporation of The Springview Farms Homeowners Association, Inc., as filed with the Secretary of State of the State of Utah.

1.3. “Association”: The Springview Farms Homeowners Association, Inc., a Utah nonprofit corporation, its successors or assigns.

1.4. “Board of Directors” or “Board”: The body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Utah corporate law.

1.5. “Builder”: Any Person which purchases one or more Units for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person’s business.

1.6. “Bylaws”: The Bylaws of the Springview Farms Homeowners Association, Inc., attached as an Exhibit as they may be amended.

1.7. “Class “B” Control Period”: The period of time during which the Class “B” Member is entitled to appoint a majority of the members of the Board of Directors as provided in the Bylaws.

1.8. “Common Area”: All rights and interests in real and personal property, including, without limitation, easements, and other rights to possess or use such property, which the Association owns, leases or otherwise holds for the common use and enjoyment of the Owners.

1.9. “Common Expenses”: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the Bylaws, and the Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class “B” Control Period for initial development, original construction, installation of infrastructure,

original capital improvements, or other original construction costs unless approved by Members representing a majority of the total Class "A" vote of the Association.

1.10. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. The Board of Directors and the Design Review Committee may more specifically determine such standard.

1.11. "Declarant": Spring View Capital LLC, a Utah limited liability company, or any successor in interest or assign who takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided there shall be only one Declarant at any time.

1.12. "Design Guidelines": The design and construction guidelines and application and review procedures applicable to the Properties promulgated and administered pursuant to Article IX.

1.13. "General Assessment": Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as more particularly described in Sections 8.1 and 8.3.

1.14. "Master Plan": The land use plan which has been approved by Bluffdale City for the development of the Properties as it may be amended from time to time. (Inclusion of property which is not subject to this Declaration on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to the Declaration, nor shall the exclusion of any property from the Master Plan bar its later annexation in accordance with Article VII.)

1.15. "Member": A Person subject to membership in the Association pursuant to Section 3.2.

1.16. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit.

1.17. "Mortgagee": A beneficiary or holder of a Mortgage.

1.18. "Mortgagor": Any Person who gives a Mortgage.

1.19. "Owner": One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

1.20. "Person": A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.21. "Properties": The real property described on Exhibits "A" and "A-1", together with such additional property as is subjected to this Declaration in accordance with Article VII.

1.22. "Public Records": The public records of the state of Utah, Salt Lake County, Utah, and Bluffdale City.

1.23. "Special Assessment": Assessments levied in accordance with Section 8.5.

1.24. "Specific Assessment": Assessments levied in accordance with Section 8.6.

1.25. "Supplemental Declaration": An instrument filed in the Public Records pursuant to Article VII which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the real property described or referred to in such instrument.

1.26. "Unit": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as a residence for a single family. The term shall include within its meaning, by way of illustration but not limitation, each numbered lot shown on a subdivision plat filed in the Public Records with respect to any portion of the Properties, together with the structures, if any, constructed thereon, as well as vacant land intended for further subdivision, but shall not include Common Areas or property dedicated to the public. If a portion of the Properties is intended and suitable for subdivision into single-family lots, but no subdivision plat has been filed in the Public Records, then such property shall be deemed to be a single Unit until such time as the property has been subdivided as evidenced by the recordation of a subdivision plat. Thereafter, the subdivided lots which satisfy the foregoing definition shall be Units and any remaining portion shall continue to be treated as a single Unit.

## **Article II** **PROPERTY RIGHTS**

2.1. Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) This Declaration and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board and the Association's Members, as applicable, to adopt rules pursuant to Article X regulating the use and enjoyment (including limitation thereof) of the Common Area;

(d) The right of the Board to suspend the right of an Owner to use any recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) 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 Declaration, and applicable Supplemental Declaration, the Bylaws, or rules of the Association after notice and a hearing pursuant to Section 3.24 of the Bylaws;

(e) The right of the Association, acting through the Board or its duly authorized officer(s), to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit.

2.2. No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area, which is the subject of such partition action, has been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property, which may or may not be subject to this Declaration.

2.3. Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibits "A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice prior to disbursement of any award or proceeds. The award made for such taking or proceeds of such conveyance shall be payable to the Association to be disbursed as follows:

A. If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, and if, in the reasonable discretion of the Board, it is desirable and appropriate to do so, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Members representing at least 75% of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

B. If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain

after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the board shall determine.

**Article III**  
**MEMBERSHIP AND VOTING RIGHTS**

3.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board or the membership may promulgate for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles and the laws of the State of Utah.

3.2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.3 and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3. Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A": Class "A" Members shall be all Members except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 3.2; provided, however, that there shall be only one vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 8.10. In any situation where there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and notify the Secretary of the Association in writing prior to the vote being taken. Absent such notice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B": The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the Bylaws and the Articles, are specified in the relevant sections of this Declaration, the Bylaws and the Articles. The Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control period, as specified in the Bylaws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in Article III of the Bylaws. The Class "B" membership shall terminate two years after expiration of the Class "B" Control Period pursuant to Article III of the Bylaws unless the Declarant voluntarily terminates such membership earlier by

filing a written notice of termination in the Public Records. Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Unit which the Declarant owns.

**Article IV**  
**RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

4.1. **Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, private streets, bridges, pathways, landscaping, furnishings, equipment, and other personal property of the Association used in connection with the Common Areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to this Declaration and the Bylaws and consistent with the Community-Wide Standard. The Board is specifically authorized to retain or employ private management to assist in carrying out the association's responsibilities under this Declaration and the Bylaws. The cost of the foregoing shall be a Common Expense.

4.2. **Personal Property and Real Property for Common Use.** The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the provisions of this Declaration and the Bylaws. The Declarant and its designees may convey to the Association improved or unimproved real estate, or interests in real estate, located within the real properties described in Exhibits "A" or "B", as well as personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, and, where rights for the general public may be provided for, for such benefit to the public, in each case subject to any easements (including without limitation, conservation easements) reserved, and to any restrictions set forth in the deed or other instrument transferring such property to the Association, and to the provisions of this Declaration, the Bylaws, and any rules of the Association.

4.3. **Enforcement.** The Association may impose sanctions for violations of this Declaration, any applicable Supplemental Declaration, the Bylaws, or Association rules in accordance with procedures set forth in the Bylaws, including but not necessarily limited to reasonable monetary fines and suspension of the right to vote. In addition, in accordance with Article III of the Bylaws, the Association may exercise self-help to cure violations and may suspend any services it provides to the Unit of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the association. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration or of Association rules, if the Association prevails it shall be entitled to recover all costs, including, without limitation, reasonable attorneys fees and court costs incurred in such action.

4.4. **Implied Rights; Board Authority.** The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, the Articles, or by law, all rights and powers of the

Association may be exercised by the Board without a vote of the membership.

4.5. Limitations on Liability; Indemnification. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual gross negligence or willful misfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association and accordingly share therein). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action; and against all damages and expenses, including legal fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been a officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Utah law. The foregoing rights to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.6. Dedication of Common Areas. The Association may dedicate portions of the Common Areas to Salt Lake County, Utah or to any other local, state or federal governmental or quasi-governmental entity subject to such approval as may be required by this Declaration, the Bylaws or Law.

4.7. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any failure or ineffectiveness of security measures undertaken. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Unit that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each person using the properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

## **Article V** **MAINTENANCE**

### 5.1. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which may include, but need not be limited to:

(i) all landscaping and other flora, the domestic water system, any secondary water system, the area land drain system, a dry grassland management program for the



purpose of controlling vegetation in those areas that cannot be irrigated by the water system or water rights, signage, lighting, irrigation systems and equipment, fences, walls, and other structures and improvements, including any roads, a fire protection system which is available for use by the fire district, parking areas, sidewalks, paths and trails, situated upon the Common Area;

(ii) landscaping and signage within public rights-of-way or designated easements within the Properties, except to the extent that such responsibility is assigned to Owners under Section 5.2.;

(iii) any ponds, streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams(earthen or otherwise) retaining water therein; and

(iv) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if bound to do so by contract or covenant, or if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(b) There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain the facilities and improvements within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing 75% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation. Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant as long as the Declarant owns any property described on Exhibits "A" or "B" of this Declaration.

(c) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owners(s) thereof.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Unit, all structures, parking areas, and other improvements comprising the Unit, and all land within public or private rights-of-way between such Owner's Unit and the paved roadway located adjacent to such Owner's Unit, in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or

assigned to the Association pursuant to this Declaration, any Supplemental Declaration or other covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 8.6. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-wide Standard and all applicable covenants. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been materially negligent in the performance of its maintenance responsibilities.

## **Article VI** **INSURANCE AND CASUALTY LOSSES**

### 6.1. Association Insurance.

(a) Required Coverage. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available;

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of insured improvements;

(ii). Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf if generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$ 1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits which a reasonably prudent person would obtain be available at reasonable cost, the Association may, in the best business judgment of the Board, elect to obtain such additional coverage or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the annual General Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable, which may include, without limitation, flood insurance, and/or building ordinance coverage.

(b) Policy Requirements.

(i) The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Salt Lake County, Utah area.

(ii) All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association at the request of such Member.

(iii) The policies may contain a reasonable deductible and the amount thereof shall no be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a). In the event of an insured loss, the deductible shall be treated as a Common Expense; provided, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductibility against such Owner(s) and their Units pursuant to Section 8.6.

(iv) All insurance coverage obtained by the Board shall:

(A) Be written with a company authorized to do business in the State of Utah which satisfies the requirements of such federal secondary mortgage market agency or agencies as the Board deems appropriate in its reasonable business judgment;

(B) Be written in the name of the Association as trustee for the benefited parties. Policies on the Common Area shall be for the benefit of the Association and its Members;

(C) Not be brought into contribution with insurance purchased by Owners, occupants or their Mortgagees individually;

(D) Contain an inflation guard endorsement; and

(E) Include an agreed amount endorsement, if the policy contains a co-insurance clause.

(v) In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insured and provide;

(A) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents and guests;

(B) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(C) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(D) An endorsement requiring at least 30 days' prior written notice to the Association and any additional insured of any cancellation, substantial modification, or non-renewal;

(E) A cross liability provision; and

(F) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction.

(i) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(ii) Any damage to or destruction of the Common Area shall be repaired or reconstructed within 60 days (subject to iii, below) unless the Members representing at least 75% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 60 days after the loss not to repair or reconstruct.

(iii) If the repair or reconstruction is one which, under the circumstances, cannot reasonably be completed within 60 days, then the repair or reconstruction shall be promptly commenced within that period and diligently prosecuted to completion. If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

(iv) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

(v) Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of the Mortgagees and may be enforced by the Mortgagee of any affected Unit.

(vi) If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy a Special Assessment to cover the shortfall.

6.2. Owners' Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay all costs which are not covered by insurance proceeds.

## **Article VII**

### **ANNEXATION AND WITHDRAWAL OF PROPERTY**

7.1. Annexation Without Approval of Membership. Until all property described on Exhibit "B" has been subjected to this Declaration or twenty years after the recording of this Declaration in the Public Records, or termination of the Class "B" Control Period, whichever occurs later, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B"

and, if permitted by law, and subject to approval by Bluffdale City, any, up to all, of the parcels of land which are contiguous with and immediately adjacent to the property described on Exhibit "B". The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the property set forth in Exhibit "B" or any of the parcels contiguous thereto, in any manner whatsoever.

7.2. Annexation With Approval of Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the consent of the Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 7.1. Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.3. Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Section 7.1 for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties and does not reduce the total number of Units then subject to this Declaration by more than twenty-five percent (25%). Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant.

7.4. Additional Covenants and Easements. The Declarant may subject any portion of the Properties to additional covenants and easements by filing a Supplemental Declaration in the Public Records, concurrent with or after the annexation of the subject property, setting forth such additional covenants and easements. Any such Supplemental Declaration shall require the written consent of the owner(s) of the subject property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

7.5. Amendment. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibits "A" or "B".

**Article VIII**  
**ASSESSMENTS**

8.1. Creation of Assessments.

8.1.1. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Units; (b) Special Assessments as described in Section 8.5; and (c) Specific Assessments as described in Section 8.6. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments to the Association.

8.1.2. All assessments, together with interest (at a rate established by the Board, not to exceed 18% or the highest rate allowed by Utah law, if less than 18%) as computed from the date the delinquency first occurs, plus a late charge equal to the greater of \$20.00 or 5% of the principal amount past due, plus costs and reasonable attorneys fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8.7. Each such assessment, together with interest, late charges, costs, and reasonable attorneys fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments, which accrued prior to such acquisition of title.

8.1.3. The Association or its designee shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.1.4. Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments, and in such case, may include a time-price differential charge, in the Board's discretion. Unless the Board otherwise provides, the General Assessment shall be due and payable in advance on the first day of each fiscal year and shall be considered delinquent if not paid within the time specified by the Board. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. The Association shall have the right to reject partial payments of an unpaid assessment or other monetary obligation and demand the full payment thereof. The Board may further prescribe: (a) procedures for collecting General Assessments or installments thereof in advance from new Owners out of "closing transactions"; and (b) different procedures for collecting assessments from Owners who have had a history of being untimely in the payment of assessments.

8.1.5. No Owner may exempt himself from liability for assessments by non-use of the Common Area, abandonment of his or her Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. Among co-Owners, the obligation is joint and several. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required or it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action it takes.

8.2. Declarant's Obligation for Assessments. During the Class "B" Control Period, Declarant may annually elect either to pay General and Special Assessments on any of its unsold Units which are subject to assessment under Section 8.8 in the same manner as any other Owner, or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Such obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other Personnel for payment of Common Expenses.

8.3. Computation of General Assessment.

8.3.1. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses for the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared pursuant to Section 8.4.

8.3.2. General Assessments shall be levied equally on all Units subject to assessment under Section 8.8, and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses, including reserves.

8.3.3. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board may take into account the number of Units subject to assessment under Section 8.8 on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

8.3.4. So long as the Declarant owns any property subject to this Declaration, the Declarant may, but shall not be obligated to reduce the General Assessment for any fiscal year by payment of a subsidy, which may be treated as either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the Common Expense budget and the treatment of such subsidy shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to



continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

8.3.5. The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by at least 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting to consider the budget unless the Members petition the Board as provided in the Bylaws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments. If the Board fails for any reason to determine the budget for any year, or the budget is disapproved, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.4. Reserve Budget and Capital Contribution. The Board shall annually prepare a reserve budget which takes into account the number and nature of the Association's replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by General Assessments over the budget period.

8.5. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any Special Assessment which would exceed \$300.00 in any one fiscal year shall require the affirmative vote or written consent of Class "A" Members representing at least 51% of the total Class "A" votes, and the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and if so determined by the Board, may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.6. Specific Assessments. The Board shall have the power to levy a Specific Assessment against any Unit or Units for monetary fines authorized by this Declaration or the Bylaws, and for expenses of the Association incurred in providing benefits, items, or services not provided to all Units within the Properties, whether such expenses are incurred (a) upon request of the Owner of a Unit for specific items or services relating to the Unit, or (b) as a consequence of the conduct of less than all Owners, their tenants, invitees, or guests. The Association may also levy a Specific Assessment against any Unit to reimburse the Association for costs incurred in bringing the Unit into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and rules, provided the Board gives prior notice to the Unit Owner and an opportunity for a hearing in accordance with the Bylaws.

8.7. Lien for Assessments; Remedies for Nonpayment.

8.7.1. The Association shall have a lien against each Unit to secure payment of delinquent assessments, as well as interest, late charges, and costs of collection (including attorneys fees). Such lien shall be superior to all other liens, except (a) the lines of all

taxes, bonds, assessments, and other levies which by law would be superior, (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (c) the lien for assessments or other charges of the Association. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

8.7.2. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf (b) no assessment shall be levied on it; (c) each other Unit shall be charged, in addition to its usual assessment, its prorata share of the assessment that would have been charged against such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

8.7.3. The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment including such acquirer, its successors and assigns.

8.8. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the first day of the first month following the conveyance of the Unit by the Declarant. The first annual General Assessment levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time the obligation for assessments commences on the Unit.

8.9. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

8.10. Exempt Property. The following property shall be exempt from payment of assessments:

- (a) All Common Area of the Association; and
- (b) Any property dedicated to and accepted by a governmental authority or public utility (except that utility easements across Units shall not affect the Unit's liability for assessments).

**Article IX**  
**ARCHITECTURAL STANDARDS**

9.1. General.

9.1.1 No structure shall be placed, erected, or installed upon any Unit, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article and the Design Guidelines promulgated pursuant to Section 9.3.

9.1.2 Any Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

9.1.3 All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect unless otherwise approved by the Design Review Committee.

9.1.4 Each Unit is subject to the drainage provisions set forth in Article XIV, in which it is provided, among other things, that each Unit shall be graded in a fashion to prevent water from passing from one Unit to another Unit without the consent of the Owner of the Unit to which such drainage occurs. Such consent shall be expressed in the form of an easement agreement between the Unit Owners.

9.1.5 This Article IX shall not apply to the activities of the Declarant or the Association.

9.1.6 This Article IX may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

9.2. Architectural Review. Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by the two committees described in subsections (a) and (b) below (the "Committees" or, as applicable, a "Committee"). The members of the committees need not be Members of the Association nor representatives of Members; and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the committee in having any application reviewed by architects, engineers or other professionals.

(a) Design Review Committee. The Design Review Committee (DRC) shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until 100% of the Properties have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the DRC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may, at its option, either appoint the members of the DRC, who shall thereafter serve and may be removed in the Board's discretion, or combine the DRC and the MC (hereafter defined) into a single architectural review committee which shall assume all powers and responsibilities of both committees under this Declaration.

(b) Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three and no more than five persons, all of whom shall be appointed by and shall serve at the discretion of the Board. The MC, if established, shall have jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The DRC shall have the right to veto any action taken by the MC, which the DRC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the DRC.

### 9.3. Guidelines and Procedures.

#### 9.3.1. Design Guidelines.

9.3.1.1. The Declarant has prepared Design Guidelines for the Properties. The Design Guidelines contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decision of the Committee(s) and compliance with the Design Guidelines does not guarantee approval of any application.

9.3.1.2. The DRC shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the DRC is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

9.3.1.3. The DRC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties. In the Declarant's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may be amended by the DRC from time to

time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

9.3.1.4. The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the DRC. Any architectural guidelines and standards adopted by the MC may be more restrictive than the Design Guidelines, but under no circumstances shall they be otherwise inconsistent with the Design Guidelines.

9.3.1.5. Notwithstanding the above, the DRC may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

9.3.1.6. All structures and improvements constructed upon a Unit shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans for such improvements are submitted to and approved by the appropriate Committee, unless the DRC has granted a variance in writing pursuant to Section 9.5. So long as the DRC has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of or compliance with the Design Guidelines and this Declaration shall be final.

### 9.3.2. Procedures.

9.3.2.1. No activities within the scope of Section 9.1 shall commence on any portion of the Properties until an application for approval of the proposed work has been submitted to and approved by the DRC or the MC, as appropriate. Such application shall be in the form required by the Committee having jurisdiction and shall include plans and specification ("Plans") showing the site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor, and other features of proposed construction, as applicable. The Committee considering the application may require the submission of such additional information as it deems necessary to consider any application.

9.3.2.2. In reviewing each submission, the Committee may consider (but shall not be restricted to consideration of) the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Decisions of the Committee may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as Committee members change over time.

9.3.2.3. In the event that the DRC or MC fails to approve or disapprove, in writing, any application within twenty days after submission of all information and materials reasonably requested, the applicant may notify the appropriate Committee by certified mail, return receipt requested, at the address for such notices set forth in the current edition of the Design Guidelines, stating that no response has been received and that unless a

written response is given at the address set forth in such notice within 15 days of the Committee's receipt of the Owner's notice, as evidenced by the return receipt, the application shall be deemed approved. A response shall be deemed to have been given when deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed to the applicant at the address stated in such applicant's notice, or upon receipt if given by any other means. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the DRC pursuant to Section 9.5.

9.3.2.4. If construction does not commence on a project for which approval has been granted within 12 months of such approval, such approval shall be deemed withdrawn and void, and it shall be necessary for the Owner to re-submit the Plans for reconsideration. All work shall be completed within 20 months from commencement or such other period as the Committee may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the committee having jurisdiction or its designated agent.

9.4. No Waiver of Future Approvals. Approval of any proposals, plans and specifications, and/or drawings for any work done or proposed, and/or in connection with any other matter requiring approval, shall not be deemed to constitute a binding precedent, nor a waiver of the right to withhold approval as to any similar proposal, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.5. Variance. The DRC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations indicate to the DRC that a variance is appropriate, but only in accordance with duly adopted resolutions. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the DRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.6. Limitation of Liability. The standards and procedures established by this Article are intended to enhance the overall aesthetics of the Properties and shall not create any duty to any Person. Neither the DRC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring the appropriateness of soils, drainage and general site work. Neither the Declarant, the Association, the Board, any Committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the Committees and their members shall be indemnified by the Association as provided in Section 4.5.

9.7 Enforcement.

9.7.1 Any structure or improvement placed or made in violation of this Article or the Design Guidelines shall be deemed to be nonconforming, except to the extent that a variance has been granted pursuant to Section 9.5. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment.

9.7.2. Unless otherwise specified in writing by the Committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the Bylaws to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and Owner thereof as a Specific Assessment.

9.7.3. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

9.7.4. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the DRC and MC.

## **Article X** **USE RESTRICTIONS AND RULES**

10.1. Plan of Development; Applicability; Effect. Declarant has established a general plan of development for the Properties with the intent to enhance the Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the subdivision community and to regulate and control the Area of Common Responsibility. The Properties are subject to the land development, architectural, and design provisions set forth in Article IX, the other provisions of this Declaration governing individual conduct and uses of or actions upon the Properties, and the guidelines, rules and restrictions promulgated pursuant to this Declaration, all of which establish affirmative and negative covenants, easements, and restrictions on the land subject to this Declaration. All provisions of this Declaration and any Association rules shall apply to all Owners, occupants, tenants, guests and invitees of any Unit. Any lease on any Unit shall provide that the lessee and all occupants of the leased Unit shall be

bound by the terms of this Declaration, the Bylaws, and the rules of the Association.

10.2. Authority to Promulgate Use Restrictions and Rules. Initial use restrictions applicable to all of the Properties are incorporated into the Design Guidelines attached to this Declaration. Subject to the terms of this Article, such initial use restrictions may be modified in whole or in part, repealed or expanded as follows:

(a) Subject to the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial use restrictions set forth on Exhibit "C". The Board shall send notice by mail to all Owners concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective unless disapproved at a meeting by Members representing at least 51% of the total Class "A" votes and by the Class "B" Member, if any. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon petition of the Members as required for special meetings in the Bylaws.

(b) Alternatively, the Members, by a vote of Members representing at least 51% of the total Class "A" votes in the Association and the approval of the Class "B" Member, if any, at a meeting duly called for such purpose as provided in the Bylaws, may adopt rules which modify, cancel, limit, create exceptions to, or expand the use restrictions and rules previously adopted.

(c) At least 30 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the rule to each Owner. The Association shall provide, without cost, a copy of the use restrictions and rules then in effect (hereafter the "Use Restrictions and Rules") to any requesting Member or Mortgagee.

(d) Nothing in this Article shall authorize the Board or the Members to modify, repeal or expand the Design Guidelines. In the event of any inconsistency between the Design Guidelines and the Use Restrictions and Rules, the Design Guidelines shall control.

10.3. Owner's Acknowledgment. All Owners and occupants of Units are, by recordation of this Declaration, given notice that use of their Units is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a recording a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be effected and that the Use Restrictions and Rules may change from time to time.

10.4. Rights of Owners. Except as may be specifically set forth in this Declaration (either initially or by amendment) or in Exhibit "C", neither the Board nor the Members may adopt any rule in violation of the following provisions:

(a) Equal Treatment. Similarly situated Owners and occupants shall be treated similarly.



(b) Speech. The rights of Owners and occupants to display political signs and symbols in or on their Units shall not be abridged, except that the Association may adopt time, place, and manner restrictions (including design criteria) for the purpose of minimizing damage and disturbance to other Owners and occupants of Units.

(c) Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(d) Household Composition. No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

(e) Activities Within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(f) Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Areas available; or from adopting generally applicable rules for use of Common Area; or from denying use privileges to those who abuse the Common Area, violate rules or this Declaration, or fail to pay assessments. This provision does not affect the right to increase the amount of assessments as provided in Article VIII.

(g) Alienation. No rule shall prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit; provided, the Association or the Board may require a minimum lease term of up to 6 months.

(h) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede the Declarant's right to develop the Properties.

(i) Abriding Existing Rights. If any rule would otherwise require Owners or occupants of Units to dispose of personal property which they maintained in or on the Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with

this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent unless the rule was in effect at the time such Owners or occupants acquired their interest in the Unit.

The limitations in this Section 10.4 shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 15.2.

## **Article XI** **EASEMENTS**

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of the Person claiming the benefit of such easement.

### 11.2. Easements for Utilities. Etc.

(a) There are hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties (but not through a structure) to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, maintaining and operating: cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; wetlands and drainage systems; street lights and signage; and all utilities, including, but not limited to water, sewer, telephone, gas, and electricity, and utility meters; and for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes on recorded plat of the Properties. Declarant specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A" or "B".

(c) Any damage to a Unit resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend

to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

11.3. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, Bylaws, and rules. Such right may be exercised by any member of the Board, the appropriate officers, agents, employees and managers of the Association, members of the Design Review Committee or Modifications Committee pursuant to Article IX, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

11.4. Conservation Easement. It is expressly acknowledged that the Master Plan for the development of the Properties has been established in association with one or more conservation easements, which are part of the Public Records, and which affect the Properties, as well as certain real property associated with and adjacent to the Properties. The Association, and each of the members shall adhere to, and cause all occupants, tenants, guests and invitees to any Unit to adhere to the provisions of the said conservation easements, as applicable. Responsibilities, if any, of the Association in respect to any such conservation easement shall be deemed, by association, part of the Area of Common Responsibility, and expenses incurred in connection with such responsibilities shall be Common Expenses.

## **Article XII** **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Properties.

12.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessment or charges owed by a Unit

subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or Bylaws relating to such Unit or the Owner or Occupant which is not cured within 60 days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association. -

12.2. No Priority. No provision of the Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

### **Article XIII DECLARANT'S RIGHTS**

13.1. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred or assigned in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2. The Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model homes, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

13.3. No person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

13.4. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Use Restrictions and Rules or Design Guidelines made after termination of the Class "B" Control Period shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Properties primarily for development and sale.

13.5. This Article may not be amended without the written consent of the Declarant.

13.6. The rights contained in this Article shall terminate upon the earlier of (a) 40 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

#### **ARTICLE XIV** **AREA LAND DRAIN**

14.1. Grading Plan. Declarant has established a general plan of development for the Properties, which includes a grading plan for each of the Units within the Properties. The grading plan is designed to prevent drainage from one Unit to another without the consent of the Owner of the other. Furthermore, the grading plan is designed to facilitate connection with the area land drain system installed as part of the improvements to the Properties by the Declarant.

14.2. Area Land Drain. Subject to approval of Bluffdale City, an area land drain system may be established with pipes stubbed to the Units which may impact or be directly or indirectly impacted by drainage and/or groundwater elevation issues, or for other reasons need to participate in an area land drain system. The improvements to the Units shall be designed to cause drainage of water, including, without limitation, water from storms, secondary sprinkler, culinary or other sources of water, to pass from the Unit surface to the area land drain system. It is understood that the area land drain system shall be primarily used to drain ground water that otherwise might flow (by way of example) to the basements of homes or other improvements. Each Builder and Owner shall design and construct a perforated or similar pipe system – with appropriate elevations relative to the footings of the other Unit improvements – around the perimeter of the foundation/footing drain system to cause ground water to drain into the area land drain system and away from the home and adjacent Units. The design of the perimeter foundation/footing drain system shall be approved by the Design Review Committee consistent with the provisions of Section 9.2 of this Declaration. The design and installation and all other expenses associated with the foundation/footing drain system shall be the responsibility of the Owner.

14.3. Restrictions on Use of Area Land Drain. No Owner, member, occupant, tenant, guest or invitee of any Unit shall use the area land drain system for any use other than its designated purpose. No person, whomsoever, shall cause or permit any hazardous or other inappropriate substance to be introduced into the area land drain system.

14.4. Maintenance. It shall be the obligation of each Owner to maintain the drain system on the Unit to the point at which it stubs into the area land drain system as provided and stubbed to the Unit according to the foregoing. The remainder of the area land drain system shall be part of the Area of Common Responsibility, the maintenance of which shall be a Common Expense.

14.5. Use Restrictions and Rules. It is expressly acknowledged that the provisions of Article X, permitting the promulgation and enforcement of use restrictions and

rules shall extend to the area land drain system.

**Article XV**  
**GENERAL PROVISIONS**

15.1. Duration.

(a) Unless terminated as provided in Section 15.1(b), this Declaration shall have perpetual duration. If Utah law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall have a term equal to the maximum period permitted and continue to run with the land throughout that term. Thereafter, this Declaration shall be automatically renewed and extended for successive renewal periods of 20 years each, unless terminated as provided herein. Notwithstanding the foregoing, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Utah law, in which case such law shall control, this Declaration may not be terminated within the first 20 years after the date of recording without the consent of all Unit Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least 75% of the total Units within the Properties and the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

15.2. Amendment. The Declarant may amend this Declaration if such amendment is specifically required to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the Units. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only at a meeting duly called for that purpose by the affirmative vote or written consent, or any combination thereof, of Owners of not less than 75% of the total number of Units within the Properties and, so long as the Declarant has an option to subject additional property to this Declaration pursuant to Section 7.1, the written consent of the Declarant. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, (respectively or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. A procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any

provisions of this Declaration.

15.3. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

15.4. Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of a majority of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens) and/or any rights or interests of the Association which directly or indirectly arise out of or relate to the provisions of this Declaration; (b) the imposition and collection of assessments as provided in Article VIII; (c) proceedings involving challenges to assessments or taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. Nothing herein shall limit the Associations' right or authority to defend itself in any action commenced against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute legal proceedings as provided above. This Section shall apply in addition to the provisions of Article XIV, if applicable.

15.5. Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with the provisions of any applicable Supplemental Declaration. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

15.6. Use of the Words "Springview Farms". No Person shall use the words "Springview Farms" or any derivative in any printed or promotional material without the Declarant's prior written consent during the Class "B" Control Period, and, thereafter, without the consent of the Association. However, Owners may use the words "Springview Farms" in printed or promotional matter where such terms are used solely to specify that particular property is located within the Springview Farms and the Association shall be entitled to use the words "Springview Farms" in its name.

15.7. Compliance. Every Owner and occupant of any Unit shall comply with this Declaration, any applicable Supplemental Declaration, the Bylaws, and the Use Restrictions and Rules promulgated pursuant to Article X. Subject to the terms of Article XIV, failure to comply shall be grounds for an action by the Association or, in a proper case, by an aggrieved Unit Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.8. Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other

information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

15.9. Exhibits. Exhibits "A", "B" and "C" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 15.2.

IN WITNESS WHEREOF, the undersigned Declarant and LVI LLC, have executed this Declaration on the day and year first above written.

SPRING VIEW CAPITAL LLC, BY ITS MANAGER:

CW Management Corporation,

*Christopher K. McCandless*

By: Christopher K. McCandless

Its: President

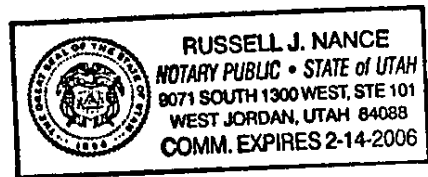
STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On this 3<sup>rd</sup> day of October, 2004, Christopher K. McCandless appeared or identified to me to be the President of the corporation that executed the above instrument on behalf of said corporation and acknowledged that such corporation executed the same.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:

2-14-06



LVI, LLC, BY ITS MANAGER:

CW MANAGEMENT CORP.

*Christopher K. McCandless*

By: CHRISTOPHER K. MCCANDLESS

Its: PRESIDENT



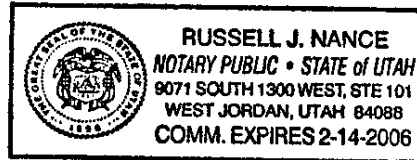
STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On this 8<sup>th</sup> day of October, 2004,  
Christopher K. Mack appeared or identified to me to be the President of the corporation  
that executed the above instrument on behalf of said corporation and acknowledged that such  
corporation executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

2-14-06



092704 Springview Farms CC&Rs II

**Exhibit A**

**Legal Description**

All Lots in the Spring View Farms Phase 1A Subdivision, less and excepting therefrom Lot S., as recorded in the Office of the Salt Lake County Recorder.

EXHIBIT "A-1"

A parcel of land situate in the Northwest Quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 0°50'00" East 1735.60 feet and West 923.28 feet from the Southeast Corner of the Northwest Quarter of said Section 11, said point of beginning also being North 89°30'13" East 1705.02 feet along the quarter section line and North 0°29'47" West 1743.13 feet from the West Quarter corner of said Section 11, said point of beginning also being a corner of the Springview Farms Subdivision, Phase 1A, and running thence South 10°15'51" West 90.00 feet along the boundary of said subdivision; thence Westerly 67.09 feet along the arc of a 167.50 foot radius non-tangent curve to the left (center bears South 10°15'51" West, the long chord bears South 88°47'19" West 66.64 feet and the central angle measures 22°56'59"), said curve being also on the boundary of said subdivision; thence South 12°41'11" East 20.00 feet along the boundary of said subdivision; thence Westerly 10.15 feet along the arc of a 147.50 foot radius non-tangent curve to the left (center bears South 12°41'11" East, the long chord bears South 75°20'30" West 10.15 feet and the central angle measures 3°56'40"); thence Westerly 27.22 feet along the arc of a 835.00 foot radius tangent curve to the right (center bears North 16°37'50" West, the long chord bears South 74°18'12" West 27.22 feet and the central angle measures 1°52'05"); thence South 28°12'57" West 70.11 feet; thence South 38°42'31" West 280.05 feet; thence South 57°52'14" West 300.68 feet; thence South 28°48'38" West 40.01 feet; thence South 52°09'41" West 155.18 feet; thence South 40°27'36" West 141.10 feet; thence South 54°38'17" West 470.66 feet; thence North 2°34'00" West 1060.46 feet; thence North 87°26'00" East 68.06 feet; thence North 33°51'00" East 140.79 feet; thence North 62°08'29" East 140.32 feet; thence North 68°35'12" East 141.18 feet; thence North 85°03'34" East 199.00 feet; thence South 4°56'26" East 219.26 feet; thence Southeasterly 16.75 feet along the arc of a 440.00 foot radius non-tangent curve to the right (center bears South 20°33'28" West, the long chord bears South 68°21'07" East 16.74 feet and the central angle measures 2°10'50"); thence Easterly 498.16 feet along the arc of a 725.00 foot radius tangent curve to the left (center bears North 22°44'18" East, the long chord bears South 86°56'46" East 488.42 feet and the central angle measures 39°22'08"); thence Westerly 120.87 feet along the arc of a 257.50 foot radius tangent curve to the right (center bears South 16°37'50" East, the long chord bears North 86°48'59" East 119.76 feet and the central angle measures 26°53'39") to the point of beginning.

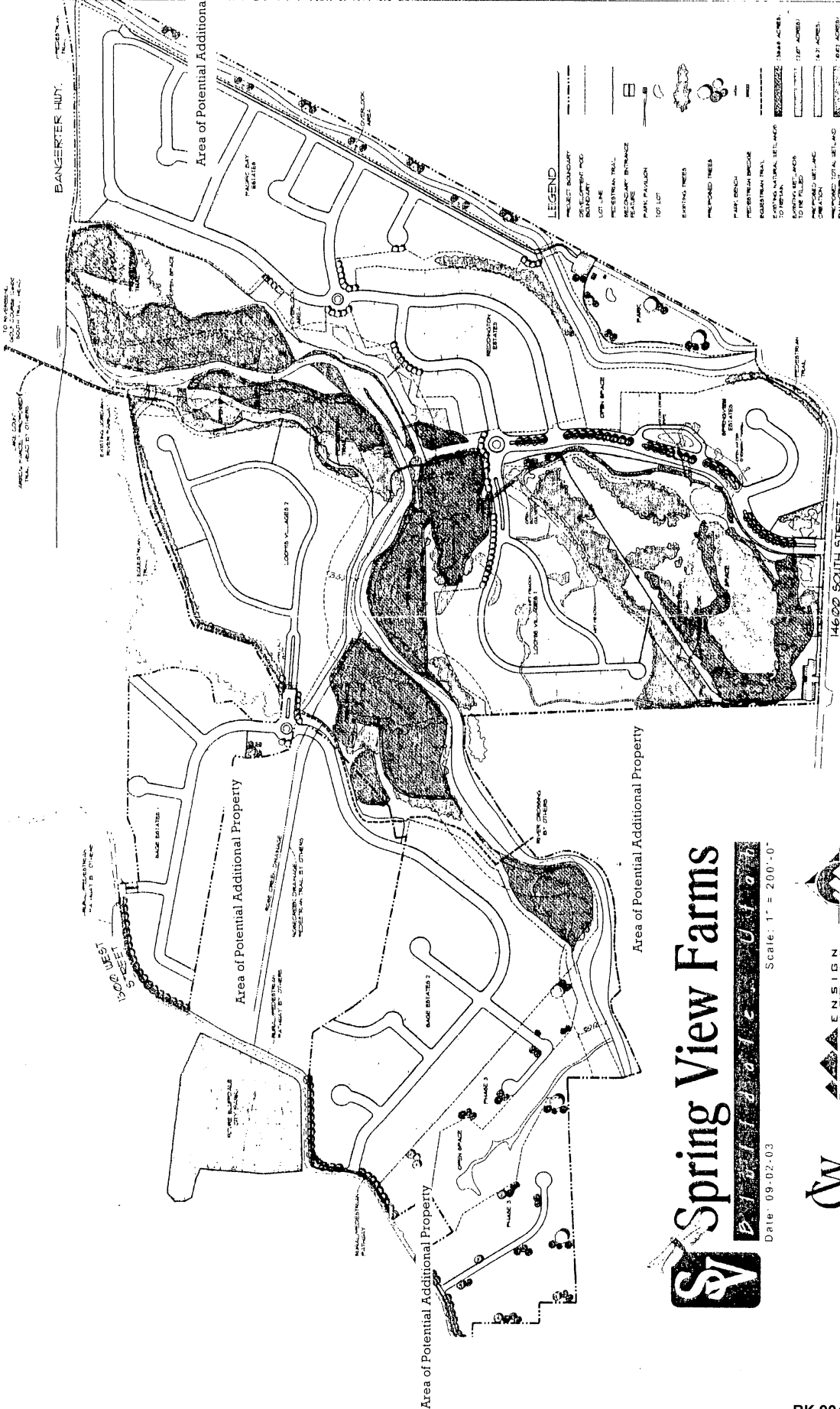
(Note: Bearing and distance from the West Quarter corner of said Section 11 to the Center of said Section 11 equals North 89°30'13" East 2587.98 feet)

Said legal description being the proposed Loomis Village Phase 1 Subdivision

# EXHIBIT "B"

**SPRING VIEW FARMS SUBDIVISION**  
**PHASE 1A**  
**14600 SOUTH STREET**  
**HOFFVILLE, UTAH**  
**C. MANAGEMENT**  
**MASTER PLAN**

SHEET NO. 001B  
 DATE: 09-02-03



**Spring View Farms**  
*Public Utility*  
 Date: 09-02-03  
 Scale: 1" = 200'-0"

