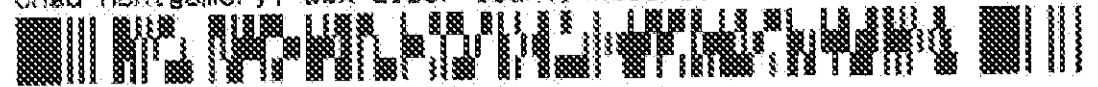


Return to: 13845 North Willow Creek Dr
Beaver Dam, UT 84306

Entry No. 382070 RESTRICTIVE COVENANT
03/29/2018 01:51:09 PM B: 1335 P: 1110 Pages: 28
FEE \$90.00 BY HIGH COUNTRY EST HOA
Chad Montgomery, Box Elder County Recorder



AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIGH COUNTRY ESTATES SUBDIVISION

This Amended Declaration of Covenants, Conditions and Restrictions for High Country Estates Subdivision is made and executed this day of March 29 2018, by the High Country Estates Homeowners Association Members.

The original Declaration was made and executed November 2009, by J. Alton Veibell, Aldrid Marius Christensen and Maja Johanne Christensen, previous Declarants, and can be accessed by contacting the HOA board or Box Elder County. J. Alton Veibell reassigned his Declarant status to the High Country Estates HOA Board of Directors on March 14, 2018 (Exhibit C). Per conversation on March 15, 2018 with Lauren Tree, HOA Chairman, Aldrid Marius Christensen and Maja Johanne Christensen verbally reassigned their Declarant status to the High Country Estates HOA Board of Directors.

ARTICLE I
RECITALS

A. High Country Estates Home Owners Association Members (Owners) in the subdivision legally defined as High Country Estates and situated in Box Elder County, Utah (Subdivision) desire to save and protect landscaped areas, open spaces, roads, recreational areas and facilities, and other areas to be managed as open space for the benefit of Members, residents, and guests.

B. Owners desire to provide for preservation of the values and amenities of the Subdivision and for maintenance of the open space. To this end and for the health safety and welfare of the residents, guests, employees, customers and clients thereof, Owners desire to subject the property described in Article III of this Declaration to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

c. Owners deem it desirable, for the efficient preservation of the values and amenities of the property, to maintain and administer the open space and limited open space, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Owners in conjunction with recordation of this Declaration, is operating under authority of the laws of the United States, and of the State of Utah, and of the ordinances and resolutions of Box Elder County, a subdivision of the State of Utah.

NOW, THEREFORE, for the foregoing purposes, Owners declare that the property described in Article III of this Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE II
DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

1. Association shall mean the High Country Estates Home Owners Association whose responsibilities include, but are not limited to, enforcement of the terms and conditions of this declaration. The Association is comprised of all Owners.

2. Declaration shall mean this Declaration of Covenants, Conditions and Restrictions.

3. Development shall mean High Country Estates, a subdivision situated in Box Elder County State of Utah, together with adjacent or supportive residential, agricultural and recreational improvements

4. Governing Board shall mean and refer to the governing board of the High Country Home Owners Association as duly designated, appointed or elected in accordance with the terms and conditions of the Home Owners Association Articles of Incorporation, this Declaration and any bylaws duly adopted in fulfillment of said Declaration, any subsequent inclusive, improvement, or services provided thereunder.

5. Manager shall mean and refer to the High Country Estates Home Owners Association, a body corporate and public, which will own, operate and maintain the open space within and adjacent to the Development

6. Managing Agent shall mean and refer to any person or entity appointed or employed as the manager or managing agent by the Association.

7. Mortgage shall mean any first mortgage, first deed of trust or trust deed or the act of encumbering any lot or any property by a mortgage, trust deed or deed of trust.

8. Open space shall mean and refer to all property owned or controlled through easement, right-of-way, or agreement or joint arrangement by the Association for the public use and enjoyment of the residents, customers, or guests together with all improvements thereon and all easements appurtenant thereto. The initial open space shall consist of all property described as such on the plat.

9. Owner - When the term owner is used without a modifier, it shall mean any private occupant who occupies or permits occupancy, whether through lease or purchase, a home, structure or facility on the property.

10. Plat(s) shall mean and refer to subdivision plats of "High Country Estates", executed and acknowledged by: 1) original Declarants (J. Alton Veibell, Aldrid Marius Christensen, and Maja Johanne Christensen) on September 30th, 2009, creating separately numbered lots or any subsequent subdivision or development duly recorded in Box Elder County; and 2) the High Country Estates Association and Board of Directors; prepared and certified by Gardner Engineering (a duly registered Utah Land Surveyor) and filed for record in the office of the County Recorder of Box Elder County, Utah on 1) 12 November, 2009, in Book 1110, Page 939, as Entry No. 285133; and 2) 6 November, 2017, in Book 1323, Page 1157, as Entry No. 377042. See Exhibits A and B

11. Property shall mean and refer to the entire tract of real property covered by the plat attached hereto and incorporated herein as Exhibits "A and B", a description of which is set forth in Article III of this Declaration.

12. Roads shall mean the public roads in the development.

13. Voting Rights is the vote that is reserved for Owners of property within the Association and living therein.

ARTICLE III PROPERTY DESCRIPTION

Property which is or shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property located in Box Elder County, State of Utah as described on the attached plat maps. (Exhibits A and B)

ARTICLE IV DUTIES AND POWERS OF THE ASSOCIATION

Section 1 - Duties of the Association. Without limiting any other duties which may be imposed upon the Association by this Declaration; the Association shall have the authority and duty to perform each and every one of the following for the benefit of the residents and the maintenance and improvement of the property and for the health, safety and welfare of the resident, Owners, or licensee:

- A. Box Elder County owns and maintains all roads and cul-de-sacs.
- B. The Association owns all Open Space as shown in the Plat.
- C. The Association shall maintain, repair, and replace all landscaping and improvements in the open space, including but not limited to maintenance of exterior trees, shrubs, grass, roads, pastures, paths, post lamps and other public area improvements. The Association shall have no obligation to perform any

exterior maintenance and/or repair of any part of any dwelling unit, any limited public area appurtenant thereto or any other landscaping installed by an owner or lessee.

- D. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.
- E. The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the open space, with such governing functions and powers as shall be delegated to the managing agent by the Association. The compensation of the managing agent shall be such as shall be specified by the Association. Any agreement appointing a managing agent shall be terminable for cause and the term of any such agreement may not exceed three (3) years, and may be renewable by agreement of the parties for successive one-year periods. The managing agent may be an independent contractor.

Section 2. - Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and this Declaration, together with its general powers as a Home Owners Association, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to make assessments, establish fee schedules and collect for services as hereinafter provided, without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- A. The Association through its agent or office may inspect the property from common (including driveway, sidewalk and front door area) or public areas for violations and for delivering notices to the occupants. If further inspection is needed where the agent or office needs to explore the property then notice to the occupant is required. Notice is considered knocking on the door and getting verbal approval, a letter, email, text or phone call. Any contact made in person should be with two board members present. Letters or emails are the preferred formats. All official communications should become part of the corporate records of the Association. The Association may in its own name, on its own behalf, or in the name and behalf of a resident, commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any Rules and Regulations promulgated by the Association, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and Rules and Regulations.
- B. In fulfilling its duties under this Declaration, or in exercising any of its rights to enforce the Rules and Regulations or have other work done upon any of the open space, and provided that any contract for goods or

services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon not less than ninety (90) days written notice, the Association shall have the power and authority: (1) to pay and discharge any and all liens placed upon any open space on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (2) to obtain, contract and pay for, or to otherwise provide for:

- (1) Construction, maintenance, and repair, of landscaping and structures of the open space, or easements (and exterior repairs of structures and limited open space upon lots to the extent necessitated by the failure of the resident of such lots) on such terms and conditions as the Association shall deem appropriate.
- (2) Such insurance policies as the Association may deem appropriate for the protection or benefit of the Governing Board Association, Owners, and employees, guests, and clients.
- (3) Such utility services, including (without limitation) water, snow removal, electrical, and telephone as the Association may from time to time deem desirable;
- (4) The services of architects, engineers, surveyors, attorneys and certified public accountants or other professional services as the Association may deem desirable.
- (5) Fire alarm and suppression, police and security, and such other protection services as the Association may deem desirable for the benefit of the residents or any of the property; and
- (6) Such materials, supplies, furniture, equipment, services and labor as the Association may deem necessary.

Section 3. - Association Rules. The Association from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce Rules and Regulations governing, among other things: (a) the use of the open space; (b) the use of any roads, trails, waterways, right-of-way easements, beautification strips and utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the use of residential structures for business or rental purposes; and (e) other matters concerning the use and enjoyment of the property and the conduct of residents. Rules and Regulations adopted by the Association may be enforced in accordance with the provisions of Section 10 of Article VII.

- (1) Rules and Regulations will be ratified, amended, and/or rewritten at each annual Association meeting or by Special Meetings of the Association. All Owners will receive a new copy of the Rules and Regulations after each annual meeting.
- (2) A two-thirds majority of the Owners is required to approve any changes to the Rules and Regulations.
- (3) Any pre-existing conditions that conflict with new Rules and Regulations shall be considered on a case-by-case basis by the Governing Board.

Section 4. - Limitation of Liability. No officer, employee, or member of the Association's Governing Board acting in good faith shall be personally liable to any resident, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, or any committee appointed by the Association Governing Board or under this Declaration.

ARTICLE V. ASSESSMENTS

Section 1. - Purpose of Assessments. Assessments by the Association shall be used exclusively for the purpose of operation, maintenance and/or construction of services and facilities, including maintaining aesthetic and market values of the property. The use made by the Association of funds obtained from assessments may include payment of the cost of: insurance on the open space; maintenance, repair, and improvements of the open space and limited open space, establishment and funding of a reserve to cover major repair or replacement or improvements with the open space; maintenance and repair of exteriors of structures; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance and repairs and replacement of those elements of the open space, and limited open space that must be replaced on a periodic basis and to redeem any instruments of debt insured in furtherance of its duties.

Section 2. - Special assessment on specific lot. In addition to the monthly assessment and any special assessment authorized pursuant to Section 1 above, the Association special assessments as provided by law (a) on every lot especially benefited by any improvement to adjacent roads, trails, planting areas or other portions of the open space made on the written request of the resident or occupant of the lot to be charged; (b) on every lot the resident or occupant of which shall cause any damage to the open space necessitating repairs; and (c) on every lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 2 (a) of Article IV or other provisions of this Declaration (all or part of the

foregoing being sometimes referred to as "Reimbursement Assessments"). The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement actions including all overhead and governing costs, and shall be allocated among the affected lots, structures and living units according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a special assessment against the lots not benefited.

Section 3. - Special Assessments Applicable to all Owners. Any ongoing special assessments carrying forward at the date of the Annual Association Meeting will be noted in that year's Rules and Regulations.

ARTICLE VI PROPERTY RIGHTS AND CONVEYANCES

Section 1. - Easement Concerning Open space. Each Owner of a residential lot shall have a nonexclusive right of easement of use and enjoyment in and to the open space. Such right and easement shall be appurtenant to and shall pass with title to each lot or easement road, and in no event, shall be separated therefrom. Any Owner or lessee may delegate the right and easement of use and enjoyment described herein to any family member, household guest, contract purchaser, or other person who resides on such lot or is a bona fide guest or employee. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the open space except for the necessary parking, access, communication, utility and drainage purposes for which such easements are intended for use in public with others.

Section 2. - Form of Conveyancing. Any deed, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

Lots numbered 1-27 as identified in the plat recorded in Book 1110, Page 939-940 as Entry No. 235133, contained within the High Country Estates Planned development identified in the "Declaration of Covenants, Conditions, and Restrictions of High Country Estates Subdivision" recorded in the office of the Box Elder County Recorder in Book 1110, at Page 944, TOGETHER WITH a right and easement of use and enjoyment in and to the open space described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in the property or lot therein.

Section 3. - Limitation on Easement. Owners or lessees and visitors and guests shall have a right and easement of use and enjoyment to the open space which shall be subject to the right of the Association to govern by rules and regulations for the use of the open space so as to provide for the enjoyment of the open space by those authorized hereby in a manner consistent with the preservation of quiet enjoyment of the lots by every owner, user or guest.

ARTICLE VII.
WATER

Section 1. - Water Source. Willow Creek Water Co. Inc. will furnish water to High Country Estates Home Owners Association by Source No. (0206201), Water Right No. 29-1334 (A 12000). The Water Shares belong solely to the owner of the specific lots and their assigns and the share automatically transfers when the ownership of the lots transfers. Owners are responsible to pay water assessments to Willow Creek Water Co. which is separate from the Home Owners Association.

Section 2. - Water source protection regulations.

A. No resident shall store or dispose of any pesticides, herbicides, or fertilizer in excess of that, that is necessary to maintain a garden or lawn. In no case shall any of these substances be disposed of in the sewer system. Pesticides should be used sparingly and only when deemed necessary and must be disposed of at an approved hazardous waste disposal site.

B. Samples of household wastes that must be disposed of properly include: batteries, cleaners, fluorescent light bulbs, glues, heating oil, ink, medicines, motor oil and automotive supplies, paints, thinners, stains and varnishes, swimming pool chemicals, smoke detectors and thermometers.

C. No resident shall dispose of any hazardous waste or oil or grease in the septic tank. The use of household chemicals should be minimized. Items such as cigarette butts, sanitary napkins, tampons, condoms, diapers, paper towels, egg shells, and coffee grounds, should be disposed of in the proper disposal waste manner. Trees may not be planted close to the system where roots can enter and clog it.

D. Each resident shall be responsible for the cleaning and upkeep of the septic sewer system on their property. Tanks and drain fields shall be located on the property so as to minimize spillage on to others property. In the event of clogging or breakage all repairs shall be performed as soon as possible, the area of any spillage decontaminated with disinfectant and any earth returned to its original state.

ARTICLE VIII.
ARCHITECTURAL CONTROL

Section 1. - Architectural Committee. The Governing Board of the Association shall appoint an Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of residents. Should a replacement not be appointed or otherwise fail to qualify the Board itself shall perform the duties required of the Committee.

Section 2. - Submission to Committee. No accessory or addition to a structure or building shall be constructed or maintained, and no alteration, repainting with a different color, or refurbishing of the exterior of any Building or Structure, nor of any patio enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the Committee.

Section 3. - Standard. In deciding whether to approve or disapprove plans and specifications submitted to it the Committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on lots within the property conform to and harmonize with existing surroundings and structures. The committee will take special note of any proposed structures that may impact the views of surrounding lot owners. Any decisions by the Committee will be binding.

Section 4. — Building Code.

- All lots will be known as "residential lots" No structure will be erected, altered, placed or permitted to remain on any "residential lot" other than one detached single family dwelling and other complimentary "residential use" structures approved by the Architectural Control Committee.
- No dwelling will be erected with a finished living area of less than 1400 square feet exclusive of attic space lofts, one story open porches and garages.
- All dwellings will have at least a two or three car attached garage and paved driveway running from the garage, approximately half-way to the street with sufficient space to provide off street parking for all vehicles kept at said dwelling, garages must be completed upon occupancy. A variance in regard to driveway length is given to lots 4 and 5, by this document, because of the length of the driveway.
- All roofs will have a minimum pitch of 5 feet rise to 12 feet of horizontal distance.
- All dwellings will be held to a minimum of 40% masonry product with a variation of siding products and must be approved by the Architectural Control Committee and conform to the Box Elder County Building Code.

- Antennas, Satellites, AC Units, Solar Panels, etc. are overseen by the Architectural Control Committee. New home construction plans should include details regarding these appliances so they may be taken into consideration during the approval process. Installation of these items on existing homes also needs to be approved by the Architectural Control Committee.
- Within 1 year all front yards should be graded with weed control in place from the front line of the house to the road. Within 2 years of the home being completed, landscaping (up to and including xeriscaping, lawn, bushes, trees, etc.) should be put in encompassing, at a minimum, the area lying between the front of the house and the road. A variance in regard to landscaping has been given to lots 2, 3, 4, and 5, by this document, because of the slope of the lots.

Section 5. - Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. Submission shall be deemed to have been made only in the event applicant obtains from a committee member a signed receipt specifying the date and material submitted. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

Section 6. - Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the open space and of the lots in the vicinity of the activity. In the event of non-compliance with the provisions of this section, the Association may initiate remedial action as specified in Article 11, Section 13.

Section 7. - Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, deferral or disapproval for requests, complaints or petitions before it made pursuant to this Article VIII.

Section 8. - Association's Obligation. Association hereby covenants in favor of each owner that all living units or utility structures erected by it and all improvements on the open space accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before ten (10) years from the date on which this Declaration is filed for record in the office of the County Recorder of Box Elder County, Utah there shall be substantially completed and usable all open space of the Development, all approximately in the locations shown on the plat.

ARTICLE IX.
GENERAL CONDITIONS

Section 1 ---- Control of Nuisances:

- A. Dirt, dust and waste discharge: No use of the property will be permitted which emits dust, sweepings, dirt or cinders into the atmosphere, or discharges liquid, which in the opinion of the Association, may adversely affect the health, safety, comfort of, or intended property use by persons within the area. Nor shall waste or any substance or materials of any kind be discharged into any body of water or drainage way, or any part thereof, in violation of regulations of any public body having jurisdiction.
- B. Fumes, gases, odors, etc.: No fumes, odors, gases, vapors, acids or other substances shall be permitted to escape or be discharged into the atmosphere which may be under local jurisdiction or, in the opinion of the Governing Board, may be detrimental to the health, safety or welfare of persons or which may be harmful to property or vegetation.
- C. Glare or heat: Any operation producing intense glare or heat shall be performed only within an enclosed or screened area and then only in such a manner that the glare or heat emitted will not be discernable from any exterior lot line.
- D. Noise: Save and except for mowing, tilling and maintaining of the yard, at no point outside of any property plane shall the sound pressure level of any machine, device, or any combination of same, from any individual residential unit exceed the noise levels of reasonable human audio ranges. (Never to exceed 90db)
- E. Hazardous Waste: Operations which generate quantities of hazardous wastes, byproducts, or hazardous materials requiring on site storage or back pressure shall be subject to local, State and Federal jurisdiction as well as the written approval by the Association. Identification of all human, animal and agricultural wastes will be managed and mechanically secured and shall be submitted to the Association for approval.
- F. Plans, proposals or practices by residents or Owners deemed by the Architectural Control Committee to be unsightly, environmentally offensive or which may be hazardous to the health, safety, and welfare of the residents or of the greater community will not be condoned or approved.

Section 2. - Conditions of Property. The owner of any lot shall at all times keep the premises, buildings, water elements, improvements and appurtenances in a safe, clean

and wholesome condition and comply in all respects with all government, health, fire and police regulations and requirements, and the owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on such site or lot. In the event such owner fails to comply with any or all of such specifications or requirements, the owner will be subject to remedial action as stated in Article XI, Section 13.

Section 3. - Improvements. The Association reserves the sole right to grant consents for the construction and operation of communication and entertainment infrastructure, public utility infrastructure, electric light, telephone and cable lines, above ground or underground conduits, and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of the premises may now or hereafter front or abut. The Association reserves and is hereby granted the exclusive right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, and water installation, whether it be on the surface or sub-surface which in the opinion of the Association are necessary in or to the property subject to these restrictions. The Association reserves the right to approve above ground utility lines across any property subject to these restrictions, when such utility lines, in the opinion of the Association, are necessary to the property subject to these restrictions. Association reserves the right to grant public utility easements to any utility company for the installation of lines, apparatus, or facilities necessary for or incident to installations on any lot or property subject to these restrictions.

Section 4. - Other Operations and Uses. Operations and uses which are neither specifically prohibited nor specifically authorized by these restrictions may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Association. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to these restrictions or upon the occupants thereof, but shall be in the sole discretion of Association.

ARTICLE X.

DURATION MODIFICATION AND REPEAL

Section 1. - Duration of Restrictions. The Association restrictions shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, (subject, however, to the right to amend and repeal as provided for herein).

Section 2. - Termination and Modifications. This Declaration or any provision thereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of sixty-six and two-thirds percent (66 2/3%) of the Owners subject to these restrictions. Each lot receives one vote. No such termination, extension, modification or amendment shall be effective until a proper written instrument setting forth the terms thereof has been executed and acknowledged by the Owners of not less than two-thirds (2/3) (based on 1 vote per lot) of the real property subject to these restrictions and recorded in the official records of Box Elder County, Utah.

ARTICLE XI
ENFORCEMENT

Section 1. - Abatement and Suit. Violation or breach of any restriction herein contained shall give to Association the right to enforce as described in Article XI Section 13, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 2. Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by the Association.

Section 3. - Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, whether it be an action for damages, declaratory relief or injunctive relief, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such reasonable amount as may be fixed by the court in such proceedings, or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorney's fees, even though said proceeding is settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Section 4. - Failure to Enforce not a Waiver of Rights. The Association is hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and in order to prevent unnecessary hardship on the application of the provisions contained herein, provided, however, that said variances shall not materially alter or be inconsistent with the general plan and intent of this Declaration. The failure of Association to enforce any requirement, restriction or standard herein contained, shall in no event be deemed to be a waiver of the right to enforce any other restriction.

Section 5. - Association's Right. If, after following the stated steps of Section XI Article 13 and resolution has not occurred, then Association or its duly authorized agents shall have the right at any time or from time to time following violation or breach of any restriction contained herein, without any liability to the owner, lessee, occupant or licensee for trespass or otherwise, to enter upon the real property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the owner, lessee, occupant or licensee thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of this Declaration, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the provisions of this Declaration to enjoin or prevent them from doing so to cause said violation to be remedied or to recover damages for said violation.

Section 6. - Cumulative Remedies. The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude Association from resorting to any other remedy at law, in equity or under any statute. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded with the Office of the County Recorder of Box Elder

County. If at any time the Association ceases to exist and has not made such an assignment, a successor Association agency may be appointed in the same manner as these provisions may be terminated, extended, modified or amended under Article X Section 2. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in the county where the land is situated.

Section 7. - Construction, Notice and Acceptance. Every owner, lessee, licensee and occupant, by acceptance of deed conveying title to a part of the Association, or the execution of a contract to the purchase thereof, or the acceptance of a lease or license therefor, or the taking possession thereof, whether from a subsequent owner or lessee, shall accept such deed, contract, lease, license or possession upon and subject to each and all of the terms of this Declaration, consent and agree to and with the other Owners, lessees, licensees, and occupants to keep, observe, comply with, perform and enforce the terms of this Declaration, and every provision thereof, whether or not any reference of this Declaration is contained in the instrument by which such person or entity acquired said real property. Every person or other entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Home Owners Association, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said real property.

Section 8. - Waiver. Every owner, lessee, licensee, or occupant by acquiring his interest in the Association agrees that he will not bring any action or suit against Association, its successors and assigns, to recover any damages or to seek injunctive relief.

Section 9. - Mutuality, Reciprocity - Runs with Land. All covenants, conditions, restrictions and agreements contained herein are made for the direct mutual and reciprocal benefit of each of and every part and parcel of the property now or hereafter made subject to this Declaration; and each such covenant, condition, restriction and agreement shall create mutual, equitable servitude upon each parcel in the Association in favor of every other parcel in the Association and shall create reciprocal rights and obligations between the respective Owners of such parcels and privity of contract and estate between all grantees of said parcel, their heirs, successors and assigns; and shall, as to the owner of each such parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels in the Association.

Section 10. - Rights of Mortgages. No breach of the restrictions and other provisions contained herein, or any enforcement thereof, shall defeat or render invalid the lien of any mortgage or deed of trust now or hereafter executed upon land subject to these restrictions; provided, however, that if any portion of said real property sold under foreclosure of any mortgage or under the provisions of any deed of trust or as conveyed to the parties so secured in lieu of foreclosure, any purchaser of such sale or any such grantee and its successors and assigns shall hold any and all property so purchased or acquired, subject to all the restrictions and other provisions of this Declaration.

Section 11. - Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 12. - Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 13. - Remedial Procedures.

- A. The Association/Governing Board has the right to address any violations of this document or the Rules and Regulations. Notices will be handled in accordance with Article XIII, Section 1. All communication and notices during Remedial Procedures will be documented and become part of the corporate record.
- B. Violations will be addressed by the Association/Governing Board as follows:
- 1st notice of non-compliance
 - 2nd notice of non-compliance
 - Notice of Hearing for non-compliance (meeting with the Board to discuss violations and remedies with possible fines determined by the HOA Board)
 - Notice of Hearing Results
 - Continuation of Fines Letter
 - A lien placed on the property until violations are remedied and all fines paid, including all costs incurred by the Association for this process
 - If something is deemed a hazard to person or property by the Governing Board, the Association has the right at any time to contact the proper authorities without taking the previous steps.

The cost of repairs, maintenance, abatement or removal undertaken by Association hereunder shall be a binding personal obligation on such owner and such costs shall be paid by such owner to Association within five (5) days of written demand, and or such costs shall be a lien (enforceable in the same manner as a mortgage) upon the lot in question. The lien provided in this Section shall not be valid as against a bona fide purchaser (or a bona fide mortgagee) of a lot in question unless a suit to enforce said lien shall have been filed in a court of record in Box Elder County, Utah, prior to the recordation among the land records of Box Elder County, of the deed (or mortgage) conveying the lot in question to such purchaser, or subject the same to such mortgage.

- C. The Association has the right, in their best judgement, to grant variances as they execute remedial action.

ARTICLE XII.
INSURANCE

Section 1. - Hazard Insurance. The Association shall procure and maintain from a company or companies, a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the common property owned by the Association (including all building service equipment, if any, and the like) with an agreed amount endorsement or its equivalent, if available, or an inflation guard endorsement and, if required by any mortgagee of any lot, demolition and contingent liability from operation of building laws endorsement, an increased cost of construction endorsement, and such other endorsements as any first mortgagee of a lot shall reasonably require. Such insurance policy or policies shall name Association as insured for the benefit of the residents and shall afford protection, to the extent applicable, against at least the following:

- A. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and
- B. such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Section 2 - Lots and Living Units Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any lot and acts and events thereon. Accordingly, Owners of residential units in the Development shall obtain fire, extended coverage and liability insurance to the full replacement value of all facilities.

ARTICLE XIII.
MISCELLANEOUS

Section 1. - Notices. Any notice required or permitted to be given to any Owner or lessee of record under the provisions of this Declaration shall be deemed to have been properly furnished if hand-delivered by two or more Governing Board members together, downloaded to residents e-mail address or facsimile machine, or if mailed, registered or certified mail, postage prepaid, return receipt requested, or to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Architectural Control Committee may be given by hand delivering or mailing the same to the Managing Agent or any member of the Architectural Control Committee, or the

Association, as the case may be. It is not considered to be delivered until sender receives a notice of receipt.

Section 3. - Consent In lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of the Owners, whether present or represented by proxy at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes outstanding. The following additional provisions shall govern any application of this Section 3:

- A. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by an Owner.
- B. The total number of votes required for the applicable authorization or approval shall be determined as the date on which the last consent is signed.
- C. Except as provided in the following sentence, any change in Ownership of a lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.
- D. Unless the consent of all residents whose memberships are appurtenant to the same lot are secured, the consent of none of such residents shall be effective.

Section 5. - Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect.

Section 6. - Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be, and shall be binding upon and shall inure to, all parties who hereafter acquire any interest in a lot, their representatives, successors, and assigns. Each owner or occupant of a lot or living unit shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall govern the validity construction and enforcement of this Declaration.

Section 8. - Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the plat survey map shall take effect upon its being filed for record in the offices of the County Recorder of Box Elder County, Utah.

EXECUTED by Chris Fricke, Secretary, on behalf of the Governing Board of High Country Estates on the day and year first above written.

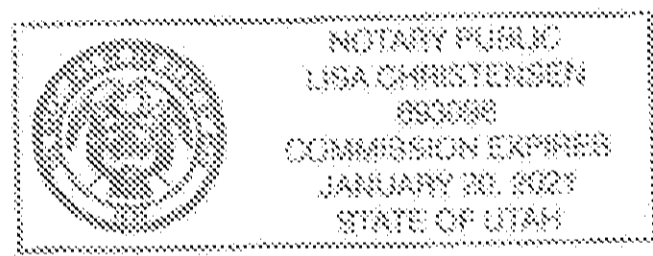


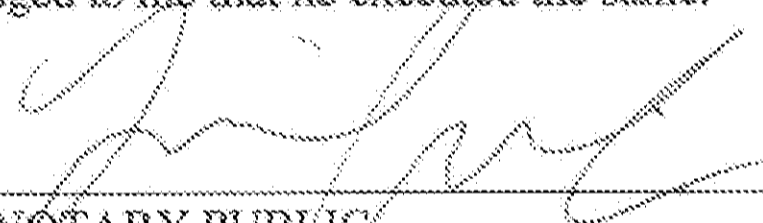
Chris Fricke

STATE OF UTAH

County of cadvo

On this 29 day of March 2018 personally appeared before me Chris Fricke who being by me duly sworn duly acknowledged to me that he executed the same.





NOTARY PUBLIC

boundaries of said 66' wide strip to be extended or shortened from west right of way line of 8000 West (Cache County) also 400 West (Box Elder County) to the Box Elder County Line; thence the following courses:

S. 32°12'43" W. Southerly	774.30 feet 48.89 feet	to a tangent curve to the left; thence along said curve to the left (Delta = 9°20'14", R = 300.00', T = 24.50', LC = 48.84', CHB = S.27°32'36" W.) to a tangent line; thence
S. 22°52'29" W. Westerly	230.13 feet 219.58 feet	to a tangent curve to the right; thence along said curve to the right (Delta = 125°48'31", R = 100.00', T = 195.45', LC = 178.05', CHB = S.85°46'45" W.) to a tangent line; thence
N. 31°19'00" W. Northwesterly	304.88 feet 112.07 feet	to a tangent curve to the left; thence along said curve to the left (Delta = 32°06'28", R = 200.00', T = 57.55', LC = 110.62', CHB = N.47°22'14" W.) to a tangent line; thence
N. 63°25'28" W.	109.11 feet	to the Box Elder County Line.

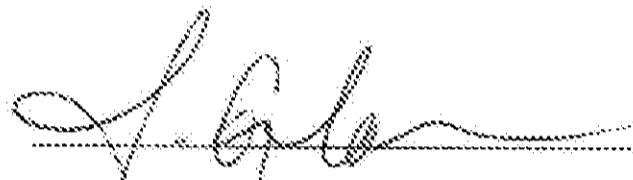
Area: 112,462 sq.ft./ 2.582 acres

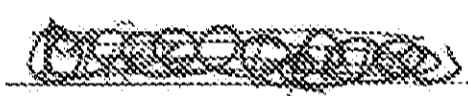

LOTS 1 THROUGH 27 HIGH COUNTRY ESTATES SUBDIVISION TO BE
RECORDED IN THE OFFICE OF THE BOX ELDER COUNTY
RECORDER, BOX ELDER COUNTY, UTAH.

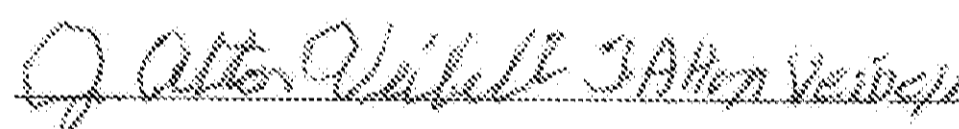
Approval for Amended High Country Estates CC&R's


Proposed changes to the High Country Estates CC&R's were emailed on March 18, 2018. The purpose of these changes is to remove the rules and homeowner guidelines to a different document called Rules and Regulations that can be more easily managed by the homeowners in the future. Please signify below if you are for or against these changes. We will need 2/3 majority for this new document to pass.

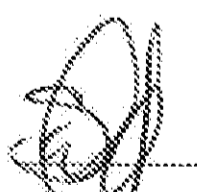
Note: The proposed CC&R's still contain minor grammatical errors and there are corrections to boundary descriptions that will need to be fixed. If there are any other (major) alterations that affect the meaning and/or interpretation of the CC&R's, they will also need to be voted on by the Owners for a 2/3 majority vote. Your signature below signifies that you trust the board to make necessary "minor" adjustments to proposed CC&R's (emailed to you on March 18, 2018) that will not affect the interpretation or meaning of the document as intended.


 Lot 1 Owner(s) Signature(s) Stacey Glover 3-27-18
 Lot 1 Owner(s) Printed Name(s) Date

~~~~ ~~~~
 Lot 2 Owner(s) Signature(s) Lot 2 Owner(s) printed name(s) Date


 Lot 3 Owner(s) Signature(s) 3 Allen Verbeek 3/29/18
 Lot 3 Owner(s) Printed Name(s) Date


 Lot 4 Owner(s) Signature(s) ~~3-27-18~~ Sandy Allred 3-27-18
 Lot 4 Owner(s) printed name(s) Date


 Lot 5 Owner(s) Signature(s) Sandy Allred 3-27-18
 Lot 5 Owner(s) Printed Name(s) Date

Lot 6 Owner(s) Signature(s) Lot 6 Owner(s) printed name(s) Date

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Shaela Glade Shaela Glade 3/20/18
Lot 7 Owner(s) Signature(s) Lot 7 Owner(s) Printed Name(s) Date

.....
Lot 8 Owner(s) Signature(s) Lot 8 Owner(s) printed name(s) Date

.....
Lot 9 Owner(s) Signature(s) Lot 9 Owner(s) Printed Name(s) Date

Kristine Grell Kristine Grell 3/20/18
Lot 10 Owner(s) Signature(s) Lot 10 Owner(s) printed name(s) Date

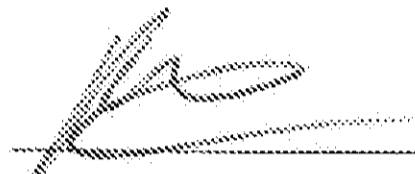
[Signature] [Signature] [Signature]
Lot 11 Owner(s) Signature(s) Lot 11 Owner(s) Printed Name(s) Date

.....
Lot 12 Owner(s) Signature(s) Lot 12 Owner(s) printed name(s) Date

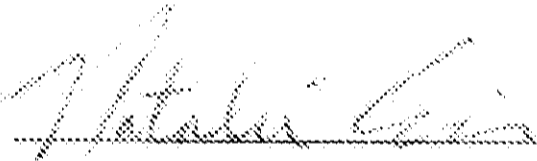
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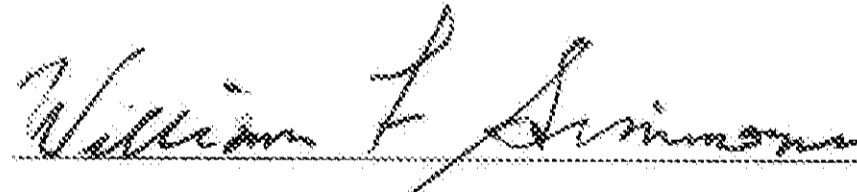
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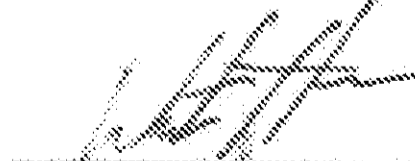

 _____ Ben & Megan Doffa 3-26-18
 Lot 13 Owner(s) Signature(s) Lot 13 Owner(s) Printed Name(s) Date


 _____ Carla Randall 3-27-18
 Lot 14 Owner(s) Signature(s) Lot 14 Owner(s) printed name(s) Date


 _____ Natalie & Natalie Ericksen 3-26-18
 Lot 15 Owner(s) Signature(s) Lot 15 Owner(s) Printed Name(s) Date


 _____ William F. Simmons 2-20-18
 Lot 16 Owner(s) Signature(s) Lot 16 Owner(s) printed name(s) Date

 Lot 17 Owner(s) Signature(s) Lot 17 Owner(s) Printed Name(s) Date


 _____ Weston Henric 3/25/18
 Lot 18 Owner(s) Signature(s) Lot 18 Owner(s) printed name(s) Date

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J. Allen White *J. Allen White* *3/29/18*
 Lot 19 Owner(s) Signature(s) Lot 19 Owner(s) Printed Name(s) Date

Chris Fricke *CHRIS FRICKE* *3-26-18*
 Lot 20 Owner(s) Signature(s) Lot 20 Owner(s) printed name(s) Date

Ashley Bodine *Ashley Bodine* *3-26-18*
 Lot 21 Owner(s) Signature(s) Lot 21 Owner(s) Printed Name(s) Date

Andre Lewis *Andre Lewis* *3/26/2018*
 Lot 22 Owner(s) Signature(s) Lot 22 Owner(s) printed name(s) Date

 Lot 23 Owner(s) Signature(s) Lot 23 Owner(s) Printed Name(s) Date

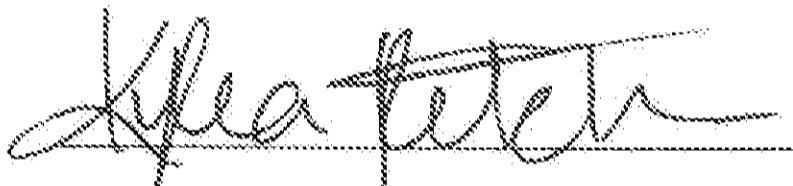
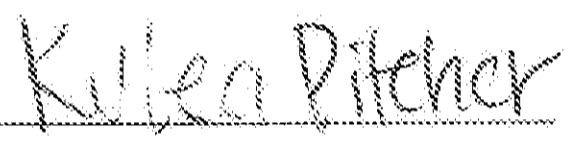
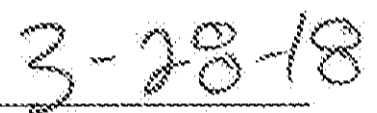
Paul DeWitt *Paul DeWitt* *3/20/2018*
 Lot 24 Owner(s) Signature(s) Lot 24 Owner(s) printed name(s) Date

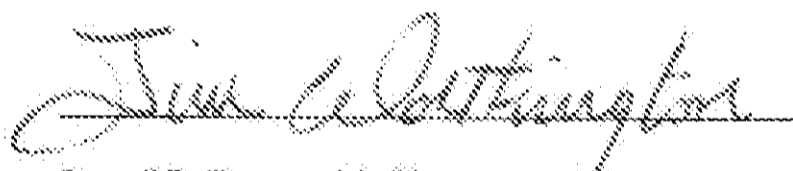
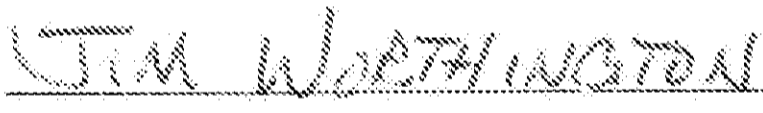
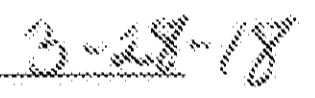
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Lot 25 Owner(s) Signature(s)	Lot 25 Owner(s) Printed Name(s)	Date

		
Lot 26 Owner(s) Signature(s)	Lot 26 Owner(s) printed name(s)	Date

		
Lot 27 Owner(s) Signature(s)	Lot 27 Owner(s) Printed Name(s)	Date