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**DECLARATION
OF
CONDITIONS, COVENANTS AND RESTRICTIONS**

(Holladay Town Center Court PUD)

This Declaration of Conditions, Covenants and Restrictions (the "**Declaration**") is effective as of this first day of May, 2016, by Weekley Homes, LLC, a Delaware limited liability company (the "**Declarant**"). The Declarant is the current owner of the Subject Property (defined below) and has recorded the plat of "Holladay Town Center Court PUD" (the "**Plat**") in the office of the County Recorder for Salt Lake County, Utah (the "**Official Records**"); this Declaration is subject to the restrictions and notes shown on the Plat. Except as otherwise specified in this Declaration, the Declarant, desires to subject that certain property particularly described in attached **Exhibit A** (the "**Subject Property**") as generally shown in the site plan attached as **Exhibit A** (the "**Site Plan**"), to the easements, covenants, conditions, restrictions and charges set forth in this Declaration, to and for the benefit of the Subject Property and the owners of the Subject Property. By the execution, delivery and recording of this Declaration in the Official Records, the Declarant declares that (a) the Subject Property subject to the terms and conditions of this Declaration (the "**Project**") is not a cooperative and (b) except as may be otherwise specified in this Declaration, the Subject Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions and charges, which shall run with such property and shall be binding upon, and inure to the benefit of, all parties having or acquiring any right, title or interest, fee or otherwise, in the Subject Property or any part thereof.

ARTICLE 1. DEFINITIONS

As used in this Declaration, and except as otherwise defined in this Declaration, capitalized terms used in this Declaration shall be defined as set forth in attached **Exhibit B**.

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION

The Declarant hereby declares that all of the Subject Property is, and shall be, owned, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the terms and conditions of this Declaration. The Subject Property contains (a) four (4) single-family units or lots (individually, a "**Unit**" or a "**Lot**" and, collectively, the "**Units**" or the "**Lots**") and (b) those common areas (the "**Common Areas**"), all as shown and designated on the Site Plan. In addition to the terms and conditions set forth in this Declaration, the Project shall be subject to the Rules and Regulations as set forth in attached **Exhibit C** and, further, any amendments or supplements to the Rules and Regulations. Any easements, reservations, restrictions, and conditions disclosed by, or part of, the Site Plan are incorporated in and made a part of this Declaration by this reference.

ARTICLE 3. COMMON AREAS AND COMMON MAINTENANCE AREAS

3.1 Right to Use, Access and Enjoy Common Areas. Subject to the terms and conditions of this Declaration, the Owners of any Lots, and their respective tenants, guests and invitees thereof (individually, a “*User*” and, collectively, the “*Users*”), shall have the right to use access, in common with others and subject to the Rules and Regulations, the Common Areas, right shall be appurtenant to and pass with fee title to every Unit; provided that, unless otherwise approved, in advance and in writing by the Association (a) the Access Areas designated as part of Common Areas shall be used only for purposes of, as and to the extent designed or designated therefor, vehicular and pedestrian access to and from the Lots; and (b) the Parking Areas as part of the Common Areas shall only be used for purposes of the temporary parking of vehicles for Users.

3.2 Designation of Common Areas. The Declarant may, but is not obligated to, retain title to, or control of, all of any part of the Common Areas until such time as the Declarant has completed the Improvements to be constructed thereon. Upon completion of the Improvements, Declarant shall convey the Common Areas to the Association free and clear of all liens, and encumbrances, subject to the terms and conditions of this Declaration (including without limitation any rights of the Users otherwise described in this Declaration) and, further, the Rules Regulations (as the same may be amended or supplemented).

3.3 Reservations and Easements - Common Areas. The Declarant reserves to itself grants to the Association for the benefit, and burden, of the Declarant, the Association, and the Owners of Lots perpetual easements under and through the Lots and Common Areas for the installation, continued operation, and maintenance of power, water, communications, and other utility services as may be necessary for the ownership, use and occupancy of the Lots (collectively, the “*Utilities*”), together with an easement for the construction, maintenance and repair, and use of the Common Areas and the Utilities; provided that, except as and to the extent of public record or otherwise in existence as of the date hereof and except for services or utilities to be provided to improvements situated on the Lots, any such utility easements shall be located near the outside boundaries of the Lots and shall not unreasonably interfere with the use and development of the or any improvements on the Lots, as limited and restricted hereby.

3.4 Designation of Common Maintenance Areas. The following portions of the Lots within the Subject Property, as shown, designated and described in attached *Exhibit A*, are designated as Common Maintenance Areas:

- (a) The Road and the related storm drain inlets;
- (b) All Parking Areas/Snow Maintenance (storage) areas;
- (c) All Landscaping Areas;
- (d) The Rock Walls; and
- (e) Such other areas as may be determined, from time to time, by the

Association.

3.5 Reservations - Common Maintenance Areas. The Declarant reserves unto itself grants to the Association an easement over, across, under, and through the Common Maintenance Areas for the construction, maintenance and repair, and use of fences, retaining walls, project planters, landscaping, and any Utilities. Further, subject to Section 3.3, above, the Declarant or Association may, and, to the extent required by law, shall have the right to grant easements to

municipalities or private utilities performing or providing Utilities to the Subject Property, the Common Areas or any part thereof.

ARTICLE 4. ASSOCIATION

4.1 General. The Declarant shall organize an association of the Owners of one or Lots within the Subject Property. The Association shall be organized under the name "Holladay Town Center Court PUD Homeowners' Association" or such similar name as the Declarant shall designate, and shall have such property, powers and obligations as are set forth in this Declaration for the benefit, and burden, of the Subject Property and all Owners and Users.

4.2 Organization. The Declarant, before the first Lot is conveyed to an Owner, shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Utah. The Articles of Incorporation of the Association shall provide for its perpetual existence, but, in the event the Association is at any time dissolved, whether voluntarily or involuntarily, by operation of law or otherwise, the Association shall automatically be succeeded an unincorporated association of the same name. In that event all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had made to constitute the governing documents of the unincorporated association. The Declarant cause the Association to register with the Utah Department of Commerce, as prescribed by Utah Code Ann. § 57-8a-105, within ninety (90) days following the recording of this Declaration in the Official Records.

4.3 Membership. Every Owner of one or more Lots within the Subject Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Subject Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

4.4 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A members shall be all Owners of Lots within the Subject Property, including the Declarant.

(b) The Class B member shall be the Declarant; provided that the Class B membership shall terminate upon the happening of any of the following events, whichever occurs earlier: (i) upon the sale of all Lots within the Subject Property to ultimate purchasers (excluding builders purchasing for development and resale); or (ii) such earlier date as the Declarant may to terminate such membership.

Until the Class B membership is terminated as provided above, all voting rights in the Association shall belong to the Class B member, except to the extent otherwise expressly provided herein. Upon termination of the Class B membership, all voting rights in the Association shall belong to the Class A members. On all matters upon which the Class A members are entitled to each Class A member shall have one vote for each Lot owned within the Subject Property; that, in the event more than one person holds an interest in any Lot, the vote for such Lot shall be

exercised by such persons as they among themselves determine, but in no event shall more than vote be cast with respect to any Lot.

4.5 Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties and obligations:

- (a) The powers, duties and obligations granted to the Association by this Declaration.
- (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah.
- (c) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant, and subject, to this Declaration or otherwise promoting the general benefit of the Subject Property or the Owners within the Subject Property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

4.6 Liability. Except as and to the extent resulting from the intentional misconduct or gross negligence of any such person, any individual member of the Association shall not be liable the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of the Association's duties. In the event any member of the Association is made a party to any proceeding because the individual is or was a member, director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

4.7 Interim Board; Turnover Meeting. The Declarant shall have the right to appoint interim board of one to three directors, who shall serve as the board of directors of the Association until replaced by the Declarant or their successors have been elected by the Owners at the turnover meeting described in this section. The board of directors of the Association shall have the right, not the obligation, to appoint such officer(s) as may be necessary or appropriate to oversee the day-to-day administration of the Association, who shall serve for term, and subject to any limitations, as may be imposed by the board of directors of the Association; provided that, in the event the board of directors of the Association shall not appoint any such officer(s), the board of directors of the Association shall be responsible for the day-to-day administration of the

The Declarant shall call a meeting of the Association for the purpose of turning over responsibility for the Subject Property to the Association not later than 120 days following the termination of the Class B membership in accordance with this Declaration. At the turnover meeting, any existing directors or officers of the Association shall resign and, concurrently therewith, the Owners shall elect and ratify a board of directors of the Association as provided in Declaration and the Bylaws of the Association, which board of directors then shall have the right, not the obligation, to appoint such officer(s) as may be necessary or appropriate to oversee the day-to-day administration of the Association, who, again, shall serve for term, and subject to any limitations, as may be imposed by the board of directors of the Association. If the Declarant fails call the turnover meeting as required by this section, any Owner of one or more Lots may call the meeting by giving notice as provided in the Bylaws.

4.8 Annual Budget. The Bylaws shall provide for the preparation and approval of an annual budget for the Association, consistent with any and all Applicable Laws.

***ARTICLE 5. MAINTENANCE AND ASSESSMENTS;
INSURANCE OBLIGATIONS AND RELATED MATTERS***

5.1 Maintenance and Repair Rights, Obligations and Limitations. The Association, subject to the availability of the necessary funds therefor (inclusive of any “*Assessments*” [as defined below] and insurance proceeds therefor), shall have responsibility for the maintenance and repair of (a) the Common Areas, the Common Maintenance Areas, and the common Utilities, inclusive of any associated landscaping (regardless of whether located within the Common Areas); and (b) any property and facilities that the Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and the Users. The Declarant shall identify any such property and facilities by written notice to the Association, and they shall remain the responsibility of the Association until the Declarant, in its reasonable discretion, terminates such privilege of use and enjoyment by written notice to the Association. No mortgagee shall have the right to participate in determining whether the damage or destruction to the Common Areas, Utilities or any Common Maintenance Areas shall be repaired or reconstructed. If, in the discretion of the Association, a decision is made not to restore, repair or replace any damaged improvements, 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 any Applicable Laws and the Standards. The Association shall retain, for the benefit of all of the Owners, any insurance proceeds remaining after paying the costs of repair, replacement, or reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Association may levy special Assessments to cover the shortfall therefor.

5.2 Maintenance of Utilities, Storm Sewer Systems, Lots, and Private Driveways. Owner shall be individually responsible for (a) the installation and on-going maintenance of any Utilities exclusively serving the Owner’s Lot; (b) the maintenance of all portions of the Owner’s Lot; (c) except to the extent part of the Common Maintenance Areas, the installation and on-going maintenance of the hardscape and landscape areas, including, without limitation, any driveways or walkways and the removal of snow therefrom, within the Owner’s Lot; and (d) litter and graffiti removal, no less frequently than weekly, from the Owner’s Lot and any improvements thereon; provided that, as to the extent any such installation and maintenance shall not be performed by any such Owner, then, upon ten (10) business days advance, written notice to such Owner, the Association shall have the right, but not the obligation, to undertake and perform any such installation and maintenance, the cost and expense for which, together with a management fee in amount equal to five percent (5%) of any such costs and expenses, shall be the responsibility of the Owner and, then, assessed and paid pursuant to the terms and conditions of Sections 5.3 and 5.8, below, and subject to default terms, including default interest, pursuant to the terms and conditions of Sections 8.2 and 8.5, below.

5.3 Purpose of Assessments. The assessments or charges levied by the Association pursuant to this Declaration shall be used exclusively for the purpose of promoting the peaceful order use of the Lots, and the recreation, health, safety, and welfare of the residents of Lots within the Subject Property, and in particular for the improvement and maintenance of properties, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas Lots situated upon the Subject Property, including, without limitation, the costs of providing the maintenance required in this Declaration by the Association, together with the costs of accounting and legal services, except that the Association may not incur legal costs in any one year

in excess of ONE THOUSAND AND NO/100 DOLLARS (\$1,500.00) without approval of more than sixty-seven percent (67%) of the Owners (excluding for these purposes the Declarant) (as applicable, "*Assessments*"). Further, the Association shall not commence or prosecute any Claim, unless first approved by more than sixty-seven percent (67%) of the Association, which approval must be accompanied by the approval of a reasonable budget and the approval of a special assessment in an amount equal to the budget, and which budget amount shall be levied equally among the Lots and collected before commencement of any such action.

5.4 Duty of the Association - Assessments. The Association shall fix the amount of Assessments against each Lot for the purposes set forth above. Subject to the Applicable Laws, Association shall have the right, but not the obligation, to establish reserves for the purposes set above. To the extent the Association determines any such reserves are necessary, the continuation, maintenance and administration of any such reserves will comply with Utah Code Ann. and any other Applicable Laws. The Association shall give each Owner of one or more Lots notice of such Assessment at least thirty (30) days in advance of the due date of the Assessment shall cause to be prepared a roster of the Lots showing Assessments applicable to each Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner of or more Lots during regular business hours. Upon demand, the Association shall furnish to any Owner of one or more Lots a certificate in writing setting forth whether the Assessments on such Owner's Lot have been paid, any outstanding Assessments and any approved Assessments not yet due and payable, together with such other evidentiary documentation as may be reasonably necessary therefor.

5.5 Amount of Assessments. The annual Assessment for purposes of this Declaration shall be assessed equally against each Lot, except that no Assessment shall be levied against any such Lot until such time as it is first occupied or sold, transferred or conveyed to a person or entity other than a successor to the Declarant.

5.6 Special Assessments. In addition to the Assessments authorized by this Declaration, the Association may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair, or replacement, repair or maintenance of a described capital improvement upon any Common Areas, or for any other one-time expenditure not to be paid for of regular annual Assessments. No such Assessment may be levied without the vote or written consent of more than sixty-seven percent (67%) of the voting power of the Owners and, if an of any Lot, the Declarant. The special Assessment shall be made equally against each Lot in the Subject Property subject to assessment under this Declaration.

5.7 Benefited Assessments. The Association may levy Assessments against a Lot, as follows:

(a) To cover the costs, including overhead and administrative costs, of providing services to one or more Lots, upon request of an Owner pursuant to any menu of special services which the Association may, but shall not be obligated to, offer, including, without limitation, the (i) repair of pavements, utilities and retaining structures associated with the Access Areas and any Common Maintenance Areas; (ii) removal of snow and other services deemed necessary for the upkeep of the Access Areas and any Common Maintenance Areas; and (iii) landscape maintenance, pest control service, cable television service, internet access, security, caretaker, transportation, fire protection, utilities, trash collection and recycling, and similar and facilities.

Nothing in this Section shall be construed as a representation by the Declarant or the Association as to what, if any, services shall be provided. In addition, the Board may enter into, modify or cancel contracts for services in its discretion, unless the services are otherwise required by the Association's Articles of Incorporation or Bylaws. The Board may charge use or service fees for any such services and facilities, or may include the costs in the Association's budget as a common expense which shall be assessed equally against each Lot pursuant to this Declaration (non-use of services provided to all Owners of one or more Lots or Lots as a common expense shall not exempt any Owner of one or more Lots from the obligation to pay Assessments for such services).

5.8 Creation of Lien and Personal Obligation of Assessments. Each Owner of any by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments as may be fixed, established and collected from time to time in the manner provided in this Declaration. Such Assessments, with any interest, expenses or attorneys' fees imposed pursuant to this Declaration, shall be a on the land and shall be a continuing lien upon the Lot against which each such Assessment is Such Assessments, together with together with any interest, expenses or attorneys' fees imposed pursuant to this Declaration, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or other charges and costs fell due. Such liens and personal obligations shall be enforced in the manner set forth in this Declaration.

5.9 Exempt Property. The following property shall be exempt from payment of Assessments of any kind or nature under this Declaration:

- (a) All Common Areas and other portions of the Subject Property owned by Declarant or for which the Declarant or the Association shall have the obligation to maintain or repair; and
- (b) Any property dedicated to and accepted by a government authority, municipality or public utility provider.

Until such time as all of the Lots shall have been sold to third parties, the Declarant, and, thereafter, the Association, may, partially or totally, permanently or for a limited period of time, exempt any residential condominium or apartment-type dwellings (and their associated common areas exempted pursuant to this Declaration) from the payment of Assessments and/or any other fee, charge, or burden pursuant to this Declaration. In addition, the Association may, by resolution, grant exemptions to certain entities qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code so long as such entities own property subject to this Declaration for purposes listed in Section 501(c) of the Internal Revenue Code.

5.10 Responsibility for Repair and Replacement. Unless otherwise specifically approved, in advance and in writing, by the Association, each Owner shall carry property for the full replacement cost of all insurable improvements on the Owner's Lot, less a reasonable deductible. Within ninety (90) days after damage to or destruction of a structure on a Lot, the shall (a) promptly repair or reconstruct in a manner consistent with the original construction or other plans and specifications as are approved by the Association, unless the Association, in its discretion, agrees to extend such period, or (b) clear the Lot of debris and maintain it in a neat and attractive landscaped condition consistent with the Standards. The Owner shall pay any costs that insurance proceeds do not cover. Additional recorded covenants applicable to any Subject Property may establish additional insurance requirements and more stringent standards for rebuilding or

reconstructing structures on Lots and for clearing and maintaining the Lots in the event the are not rebuilt or reconstructed.

ARTICLE 6. ARCHITECTURAL REVIEW

6.1 Architectural Review Required. No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Association. It is the intent and purpose of this Declaration to quality of workmanship and materials, to assure harmony of external design with the existing Improvements and as to location with respect to topography and finished grade elevations, and to avoid plan repetition. The procedure and specific requirements for review and approval of residential construction shall be consistent with the Improvements first constructed on the Lots "***Design and Construction Guidelines***"). The Association, in its reasonable discretion, may a reasonable fee to cover the cost of processing the application.

6.2 Association Decision. The Association shall render its decision with respect to construction proposal within thirty (30) working days after it has received all material required by with respect to the application. In the event the Association fails to render its approval or disapproval within forty-five (45) working days after the Association has received all material required by it with respect to the proposal, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

6.3 Association Discretion. The Association may, at its sole discretion, withhold consent to any proposed work if the Association finds the proposed work would be inappropriate the particular Lot or incompatible with the Design and Construction Guidelines. Considerations such as siting, shape, size, color, design, height, solar access, impairment of the view from other Lots, or other effect on the enjoyment of other Lots or the Common Areas, disturbance of existing terrain and vegetation and any other factors which the Association reasonably believes to be relevant, may be taken into account by the Association in determining whether or not to consent to any proposed work.

6.4 Liability; Nonwaiver. The Association shall not be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any or failure to act of the Association, provided only that the Association has, in accordance with the actual knowledge possessed by the Association (as determined by the officer or director charged with knowledge thereof), acted in good faith. Consent by the Association to any matter proposed within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the Association's right to withhold approval as to any similar matter thereafter proposed or submitted consent.

6.5 Appeal. Any Owner adversely affected by action of the Association may appeal such action. Appeals shall be made in writing within ten (10) days of the Association's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Association within thirty (30) working days after receipt of such notification.

6.6 Effective Period of Consent. The Association's consent to any proposed work automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Association.

6.7 Estoppel Certificate. Within thirty (30) working days after written request is delivered to the Association by any Owner, and upon payment to the Association of a reasonable fixed by the Association to cover costs, the Association shall provide such Owner with an estoppel certificate executed by the Association and acknowledged, certifying with respect to any Lot by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or such Lot by the Owner comply with this Declaration, or (b) such Improvements do not so comply, which event the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any or other encumbrancer, shall be entitled to rely on such certificate with respect to the matters set therein, such matters being conclusive as between the Declarant, the Association, the Association and all Owners, and such purchaser or mortgagee.

6.8 Declarant's Exemption. The Declarant is exempt from the review process requirements set forth in Sections 6.1, 6.2, and 6.3 of this Declaration, however all Improvements made by the Declarant shall conform to the Design Guidelines.

ARTICLE 7. ENFORCEMENT

7.1 Nonqualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on the Owner's Lot, or within the Common Areas, an Improvement contrary to the provisions of this Declaration, or causes or any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated, then the Association shall notify the Owner in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be and within sixty (60) days of written notice to the Owner, then the Association shall have the right to do any or all of the following:

(a) Impose reasonable fines against such Owner in the manner and amount Association deems appropriate in relation to the violation.

(b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the done, provided that no items of construction shall be altered or demolished in the absence of proceedings.

(c) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

7.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owner's voting rights and right to use any Common Areas until such Assessments, together with any other charges assessed under this Declaration, are paid in full and may declare all remaining periodic installments of any annual assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from the Owner's Lot.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot, and any fines or other charges imposed under this Declaration or the against the Owner of the Lot from the date of recording of a notice thereof in the Official Records. Such lien may be enforced by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. In any such judicial foreclosure, delinquent Owner shall be required to pay the costs and expenses of the proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The delinquent Owner shall also be required to pay any costs, fines, charges or assessments which shall become due during the period of foreclosure, and all such costs, fines, charges or assessments shall be secured by the lien being foreclosed. The Association, through duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, mortgage and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, and any other fines and charges imposed under this Declaration, without foreclosing or waiving the lien described in this Declaration. Recovery on any such action, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

7.3 Notification of First Mortgagee. The Association shall notify any first mortgagee of any individual Lot of any default in performance of this Declaration by the Lot Owner which is not cured within sixty (60) days.

7.4 Subordination of Lien to Mortgages. The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment (or associated charges) lien, but the sale or transfer of any Lot which is subject to any mortgage or of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed or in lieu of foreclosure shall extinguish any lien of an Assessment (or other charges) notice of which was recorded after the recording of the mortgage or trust deed. Such sale or transfer, however, not release the Lot from liability for any Assessments or charges thereafter becoming due or from lien of such Assessments or charges.

7.5 Interest, Expenses and Attorneys' Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest at the rate of eighteen percent per annum, from the due date until paid. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Association not to exceed thirty percent (30%) of such assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a for preparing the notice of lien established from time to time by resolution of the Association. In event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

7.6 Nonexclusiveness and Accumulation of Remedies. An election by the to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

7.7 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to Bonneville Superior Title Company, having an address at 7050 Union Park Center, Suite 110, Midvale, Utah 84047, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under the terms of Declaration.

ARTICLE 8. DISPUTE RESOLUTION

8.1 Disputes between Owners. Any disputes between Owners, the Declarant or the Association concerning the interpretation, compliance or enforcement of the provisions of this Declaration shall be submitted to a mutually agreeable mediator or mediator service prior to the institution of any action. The mediation shall be nonbinding, and the parties to the mediation shall bear the costs equally.

8.2 Arbitration. Unless any disputes are otherwise resolved pursuant to Section 8.1, above, of this Declaration, any such disputes shall be resolved by binding arbitration, before a arbitrator reasonably designated by the Declarant or, if the Declarant no longer owns any part of Subject Property, by the Association, or such neutral, independent arbitration service that the Declarant or the Association, as the case may be, shall designate (in any case, the "*Arbitrator*"), in Salt Lake City, Utah. If an Owner objects to the Arbitrator, the Owner must inform the Declarant writing within ten (10) days of Owner's receipt of written notice informing Owner of the Arbitrator and, then, if the parties are unable to agree on another arbitrator, then either party may, pursuant to the applicable provisions of the Utah Uniform Arbitration Act, U.C.A. Section 78B-11-101, et seq., as amended, apply to a court of competent jurisdiction to designate an arbitration service provider, which designation shall be binding upon the parties. Selection of the arbitrator shall be the responsibility of Arbitrator or the appointed arbitration service, as The rules and procedures of the arbitration service that are in effect at the time the request for arbitration is submitted will be followed unless the parties expressly agree otherwise, and the applicable discovery and other time periods thereunder may be adjusted, as determined by the arbitrator, in order to permit the prompt conclusion of the arbitration proceeding. The arbitration service designated or finally appointed as aforesaid shall administer the arbitration or any and all Disputes required to be joined under the law.

(a) These arbitration provisions shall be governed by and interpreted under Utah law pursuant to the Utah Uniform Arbitration Act, U.C.A. Section 78B-11-101, et seq., now effect and as it may be hereafter amended, and in accordance with the Utah Rules of Civil Rules 16, 26, 30, 33, 34, 36, and 56, unless the parties mutually agree to alternative arbitration procedures, and the applicable discovery and other time periods thereunder may be adjusted, as determined by the arbitrator, in order to permit the prompt conclusion of the arbitration The parties to the arbitration shall share equally in the arbitrator's fees and expenses. The award

the arbitrator shall be final and may be entered as a judgment in a court of competent jurisdiction. Unless otherwise recoverable by law or statute, each party shall bear its own costs (including expert's costs) and expenses, including attorneys' fees and paraprofessional fees for any

Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees paraprofessional fees and expenses incurred in defending such contest, including such fees and associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(b) These arbitration provisions are a self-executing arbitration agreement. Any dispute concerning the interpretation or the enforceability of these arbitration provisions, including, without limitation, its revocability or voidability for any cause, any challenges to the enforcement or the validity hereof, or these alternative dispute resolution provisions, or the scope arbitrable issues thereunder, and any defense relating to the enforcement of these alternative resolution provisions, including, without limitation, waiver, estoppel, or laches, shall be decided an arbitrator in accordance with these arbitration provisions and not by a court of law.

(c) The parties to this Declaration expressly consent and agree that arbitration of any Dispute may, at the option of the Declarant, include consolidation, joinder, or any other means to provide for joint participation of all parties involved in the Dispute and who are in order to provide for the complete resolution of such Dispute.

8.3 Waiver of Litigation Rights. All persons bound and subject to the provisions of Declaration acknowledge and agree that by being bound to binding arbitration as provided herein: (a) such person, including each Owner, is giving up any rights it might possess to have a dispute litigated in a court or jury trial; (b) such person's discovery and appeal rights will be limited; (c) an Owner's election to purchase a Lot to this Declaration and these arbitration provisions is voluntary and the Owner understands its provisions; (d) the Declarant and each Owner and will take all reasonably necessary to secure participation by such other necessary and proper parties in the resolution procedures set forth herein; and (e) the Declarant would not have sold the Lots without each Owner being bound to these arbitration provisions.

8.4 Choice of Law and Scope of Arbitrator's Authority. All disputes shall be interpreted and enforced according to the Utah Uniform Arbitration Act, U.C.A. Section 78B-11-101, et seq., as amended, which is designed to encourage use of alternative of dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation application of these procedures shall conform to Utah court rulings interpreting and applying the Uniform Arbitration Act. The arbitrator shall apply the laws of the State of Utah, and the award may be enforced in any court of competent jurisdiction. The arbitrator shall have the to try and shall try all issues, whether of fact or law, including without limitation, the validity, and enforceability of these arbitration provisions, and may issue any remedy or relief that the of the State of Utah could issue if presented the same circumstances.

8.5 Acknowledgment. BY ACCEPTANCE OF A DEED TO A LOT, EACH ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT ANY DISPUTES OR CLAIMS OR CONTROVERSIES ARISING OUT OF THE MATTERS INCLUDED WITHIN THESE ARBITRATION PROVISIONS TO NEUTRAL BINDING ARBITRATION AS SPECIFIED IN THESE ARBITRATION PROVISIONS.

8.6 Disputes Under FHA/VA Warranty. Notwithstanding the provisions set forth above, the arbitration provisions shall not apply to the extent an Owner is issued a builder's warranty approved by the U.S. Department of Housing and Urban Development for issuance to certain Federal Housing Administration or Veterans Administration Financed Buyers ("**FHA/VA Warranty**"). With respect to all disputes arising out of the FHA/VA Warranty ("**FHA/VA Disputes**"), the Declarant and Owners shall comply with the dispute resolution procedures and provisions specified in the FHA/VA Warranty. The arbitration of FHA/VA Warranty Disputes not be mandatory. All other disputes shall continue to be governed by the arbitration provisions set forth in this Declaration, including, without limitation, the provisions requiring binding arbitration. However, in the event that the Owner who is issued a FHA/VA Warranty files an action in a court of law regarding an FHA/VA Warranty Dispute while at the same time pursuing an arbitration for other disputes, the Declarant may elect to have all disputes resolved in the court action

8.7 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW AS TO ALL DISPUTES, OWNERS AND THE DECLARANT WAIVE ANY RIGHTS JURY TRIAL FOR SUCH DISPUTES EVEN IF THE ABOVE DESCRIBED ALTERNATIVE DISPUTE RESOLUTION PROCEDURES AND PROVISIONS ARE OTHERWISE FOUND UNENFORCEABLE. BY DELIVERY AND ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AND THE DECLARANT MAKE THIS WAIVER KNOWINGLY, AND VOLUNTARILY, AND ACKNOWLEDGE THAT NO ONE HAS MADE ANY REPRESENTATION OF FACT TO INDUCE THEM TO MAKE THIS WAIVER OR IN ANY MANNER OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. SUCH PARTIES FURTHER ACKNOWLEDGE THAT PRIOR TO DELIVERY AND ACCEPTANCE OF A DEED THAT THEY HAVE HAD THE OPPORTUNITY TO BE ADVISED BY LEGAL COUNSEL IN CONNECTION WITH THIS COVENANT AND IN MAKING THIS WAIVER. EACH OWNER AND THE DECLARANT ACKNOWLEDGE HAVING READ UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS JURY WAIVER, AND INTEND THIS JURY WAIVER BE READ AS BROADLY AS POSSIBLE AND EXTEND TO ALL DISPUTES, AS DEFINED HEREIN.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Amendment and Repeal. This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Subject Property, may be amended or as to all or any portion of the Subject Property by the vote or written consent of Owners of Lots holding more than sixty-seven percent (67%) of the voting rights of the Class A members of the Association, together with the written consent of the Class B member, if such membership has not been terminated as provided herein. Any such amendment or repeal shall become effective only upon recordation in the Official Records, of a certificate of the president or secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that such amendment, amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section create, limit or diminish special rights of the Declarant without the Declarant's written consent, or change the boundaries of any or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment. To the extent any amendment relates to the preservation or of any Common Area or the Common Maintenance Areas, or the existence of an entity responsible for accomplishing the same, such amendment shall be approved by the lead administrative official of the land use authority.

9.2 Declarant's Retained Rights. In addition to the rights otherwise retained by the Declarant herein, the Declarant reserves for itself the following rights:

(a) The Declarant reserves the right for itself (and to the extent necessary, right is hereby extended to the Association and its affiliates, agents, employees and contractors), to enter upon any Common Area, any Common Maintenance Area or any Lot and to do whatever the Declarant deems necessary or advisable in connection with construction or other work to be performed by the Declarant for the development of the Subject Property Improvements, including, but without limitation, the construction and installation of systems, fire protection, drainage, water storage facilities, the installation of all utilities, the construction of all roads, grading and landscaping, the construction of all Buildings and other Improvements to be constructed by the Declarant, including amenities, the erection or placement of such temporary structures as may be reasonably necessary to facilitate such development, and the placement of such sign or signs as the Declarant may deem advisable in connection with the construction of the Improvements and with sale of the Lots. The foregoing rights may be exercised by the Declarant as to any Common Area notwithstanding the conveyance of such Common Area to the Association.

(b) The Declarant may use any portion of the Common Area and Common Maintenance Area without charge for the purpose of marketing for sale Lots owned by the and may construct and maintain upon portions of the Common Area, Common Maintenance Area and property owned by the Declarant such facilities, activities, and things as, in the Declarant's opinion, may reasonably be required, convenient, or incidental to the Improvement or sale of Lots. Such permitted facilities, activities, and things include but are not limited to business offices, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, the Declarant may park vehicles in areas other than garages or driveways, including on streets. The Declarant's rights this Section are delegable by the Declarant to any builder who is a purchaser (or with an option to purchase) of more than one Lot.

(c) The Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Lots for the purpose of making, constructing, and installing Improvements to such Lot and to the Common Area and Common Maintenance Area as it deems appropriate in its sole discretion.

(d) Any or all of the Declarant's special rights and obligations set forth in this Declaration may be transferred in whole or in part to other persons; provided, the transfer shall not reduce any obligation nor enlarge any right beyond that which the Declarant has under this Declaration. No such transfer or assignment shall be effective unless it is in a recorded instrument signed by the Declarant. The Declarant may allow other persons to exercise, on a one time or basis, any right of the Declarant without transferring the entire right. In such case, a recorded instrument is not required.

(e) No person other than the Declarant or any affiliate thereof shall use the name "Holladay Town Center Court PUD" or any derivative of "Holladay Town Center Court" for any commercial purpose in any printed or promotional material, or in logo or depiction, the Declarant's or the Association's prior written consent. However, Owners may use the name "Holladay Town Center Court PUD" where such term is used solely to specify that a particular property is located within the Subject Property.

(f) The Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, Improvement or condition which may exist on any portion of the Subject Property, including any Lot, and a nonexclusive easement of access throughout the Subject Property to the extent reasonably necessary to exercise such right. Except in an emergency or in the case of an inspection relating to construction or in a case

enforcement of a violation of this Declaration, the Design and Construction Guidelines or any condition of design review approval, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into the interior of an occupied Residence or other structure on a Lot shall be permitted without the Owner's consent. Except where entry is necessary to abate a violation of Declaration, the Design and Construction Guidelines or any condition of design review approval, person exercising this easement shall promptly repair, and pay for, any resulting damage.

(g) The Declarant shall have the right to make the following boundary line adjustments without the consent of the Association or the Owners: (i) as between the boundary of any Lots owned by the Declarant; (ii) as between the boundary of any Lots owned by the Declarant and any Common Area; and (iii) as between the boundary of any Lots owned by the Declarant and property adjacent to the lands abutting such Lots. As to any boundary line adjustment under this Section, the Declarant shall obtain any requisite approvals required by the appropriate local governing authority and shall pay all reasonable costs incident thereto, including preparation, approval and recording of an amended plat.

(h) The rights granted under this Section 9.2 of this Article shall terminate upon the earlier of (a) the period specified in the particular Section; (b) fifty (50) years from the this Declaration is recorded in the Official Records; or (c) the termination of Class B membership provided in this Declaration. Thereafter, the Declarant may continue to use the Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between the and the Association which provides for rental payments based on the fair market rental value of such portion of the Common Areas, or as an Owner of a Lot. This Article may not be amended without the written consent of the Declarant so long as the Declarant owns any portion of the Property.

9.3 Regulatory Amendments. Notwithstanding the provisions of Section 9.1 above, until termination of the Class B membership, the Declarant shall have the right to amend this Declaration or the Bylaws of the Association in order to comply with the requirements of any Applicable Laws, including without limitation any applicable statute, ordinance or regulation or of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Utah, or any corporation wholly owned, directly or indirectly, by the United States or the State of Utah which insures, guarantees or provides financing for a planned community or lots in a planned community.

9.4 Duration. This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Subject Property and Owners thereof for an initial period of fifty (50) years commencing with the date on which this document is recorded in the Official Records. Thereafter, this Declaration shall continue to run the land and be and remain in full force and effect at all times with respect to all property within Subject Property and the Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period resolution approved not less than six (6) months prior to the intended termination date by the vote or written consent of Owners owning more than sixty-seven (67%) of the voting rights in the Association. Any such termination shall become effective only if (a) a certificate of the president secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the office of the

County Recorder for Salt Lake County, Utah, not less than six (6) months prior to the intended termination date.

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

9.6 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Subject Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of the Owner's Lot and other areas within the Subject Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

9.7 Nonwaiver; Integration; Successors and Assigns. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The attached exhibits are incorporated in, and made a part this Declaration by this reference. The terms and conditions of this Declaration shall be binding upon, and inure to the benefit of, the successors and assigns of the Declarant and each Owner.

9.8 Construction; Severability; Number; Captions. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity enforceability of the remaining part of that or any other provision. As used herein, the singular include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended for convenience of reference and shall in no way limit any of the provisions of this Declaration.

9.9 Notices and Other Documents. Any notice or other document permitted or by this Declaration may be delivered either personally (receipted), by facsimile (confirmed), by electronic means (confirmed), or by mail. Delivery shall be deemed effective upon receipt; that, if delivery is by mail, delivery shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows:

If to the Declarant: John Burchfield
 Weekley Homes, LLC
 1111 North Post Oak Road
 Houston, TX 77055
 Telephone: 713-963-0500

With copies to: Christy Fink

3600 S. Yosemite St., #350
Denver, CO 80237

Rod Staten
6243 South Redwood Road, Suite 230
Taylorsville, UT 84108

If to an Owner, at the address given at the time of the purchase of a Lot, or at the Lot. If to the Association, the mailing address of the Association as filed with the Utah Department of Commerce, Division of Corporations and Commercial Code. The address of a party may be changed at any time by notice in writing delivered as provided herein.

DATED as of the date set forth above.

(signatures and acknowledgements follow)

WEEKLEY HOMES, LLC, a Delaware limited liability company

By: [Signature]
Print Name: John Burchfield
Its: General Counsel

STATE OF TEXAS)
)ss.
County of Harris)

The foregoing instrument is acknowledged before me this 17 day of May, 2016, by John Burchfield, the General Counsel of Weekley Homes, a(n) LLC, on its behalf.

[Signature]
Notary Public for TEXAS
My commission expires:

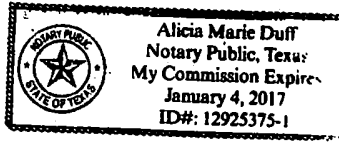


EXHIBIT A

(Depiction and Legal Description of Subject Property; Site Plan)

TRACT 1, SOUTH PLANT 1, LOTS 1-16, SALT LAKE COUNTY RECORDS BOOK 360, PAGE 100

HOLLADAY TOWN CENTER COURT - P.U.D.

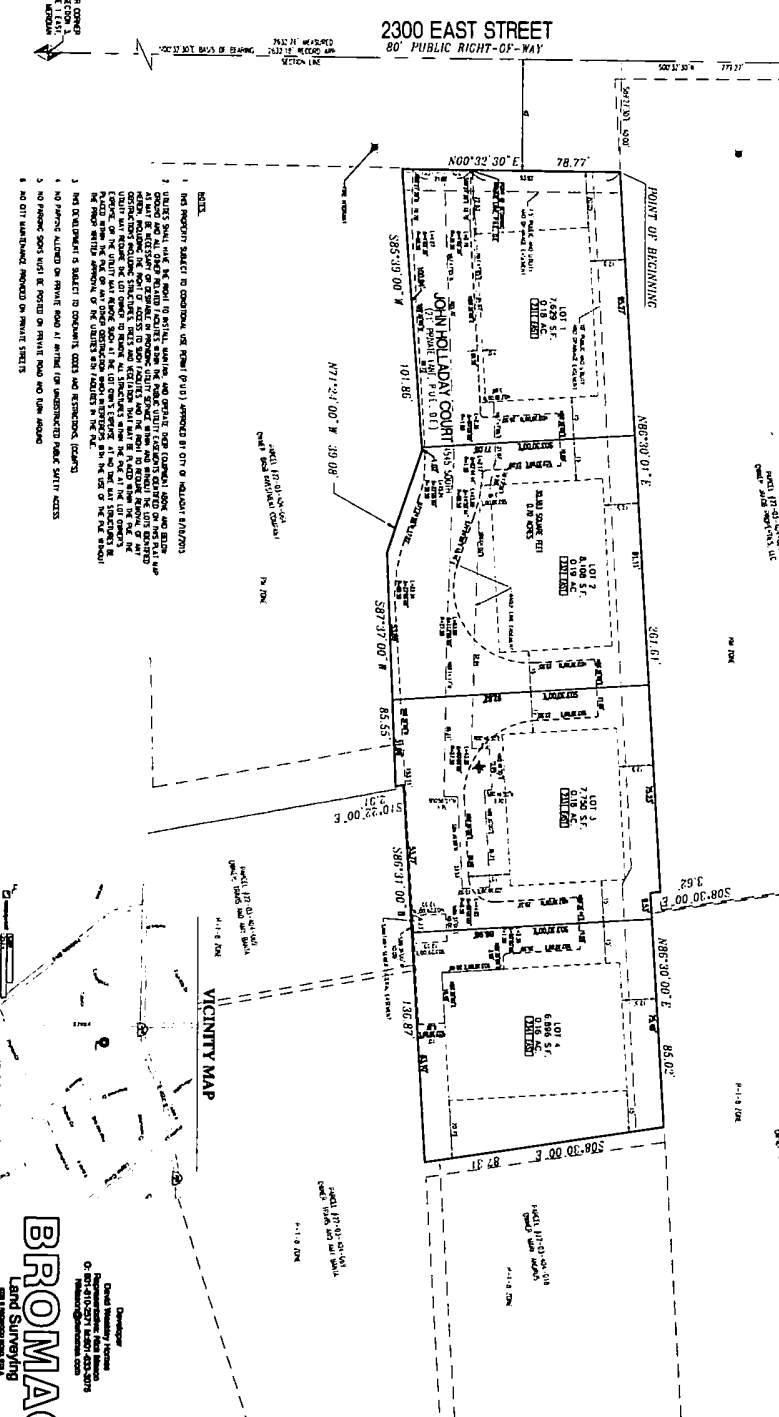
LOCATED IN SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 2 SOUTH, RANGE 1 EAST,
SALT LAKE BASIN AND MERIDIAN
HOLLADAY, UTAH
RM ZONE

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- FIRE HYDRANT
- REBAR AND CAP
- DEED AND EASEMENT LINES
- BOUNDARY LINE
- CENTER LINE



THESE LOTS ARE BEING OFFERED FOR SALE AS SEPARATE LOTS AND ARE NOT TO BE CONSIDERED AS A SINGLE UNIT. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE SURVEY AND THE LOCATION OF ALL MONUMENTS AND EASEMENTS. THE CITY OF HOLLADAY, UTAH, IS NOT PROVIDING THESE LOTS AS A SERVICE TO THE PUBLIC. THE CITY OF HOLLADAY, UTAH, IS NOT PROVIDING THESE LOTS AS A SERVICE TO THE PUBLIC. THE CITY OF HOLLADAY, UTAH, IS NOT PROVIDING THESE LOTS AS A SERVICE TO THE PUBLIC.



CITY ENGINEER	PLANNING COMMISSION	HEALTH DEPARTMENT	COMMUNITY DEVELOPMENT	CITY ATTORNEY	CITY OF HOLLADAY
APPROVED THIS _____ DAY OF _____ 20__ A.D.	APPROVED THIS _____ DAY OF _____ 20__ A.D.	APPROVED THIS _____ DAY OF _____ 20__ A.D.	APPROVED THIS _____ DAY OF _____ 20__ A.D.	APPROVED THIS _____ DAY OF _____ 20__ A.D.	APPROVED THIS _____ DAY OF _____ 20__ A.D.
[Signature]	[Signature]	[Signature]	[Signature]	[Signature]	[Signature]

BROMAG
LAND SURVEYING
2600 SOUTH 1000 WEST
SALT LAKE CITY, UTAH 84119
PH: 801-466-1234
WWW.BROMAGSURVEYING.COM

SURVEYOR'S CERTIFICATE

I, SAUL ROBERTSON, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND THAT I HAVE CONDUCTED THE SURVEY AND REVISIONS HEREON IN ACCORDANCE WITH THE STATE OF UTAH'S SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS THEREUNDER AND THAT THE SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE SAID ACT AND RULES AND REGULATIONS.

HOLLADAY TOWN CENTER COURT - P.U.D.

AND THAT I HAVE BEEN COMPELLED TO STATE AND SIGN ON THE ABOVE AS SHOWN ON THIS PLAN.

DATE: _____

BOUNDARY DESCRIPTION

THESE LOTS ARE BEING OFFERED FOR SALE AS SEPARATE LOTS AND ARE NOT TO BE CONSIDERED AS A SINGLE UNIT. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE SURVEY AND THE LOCATION OF ALL MONUMENTS AND EASEMENTS. THE CITY OF HOLLADAY, UTAH, IS NOT PROVIDING THESE LOTS AS A SERVICE TO THE PUBLIC.

OWNERS' DEDICATION

I, SAUL ROBERTSON, DO HEREBY DEDICATE TO THE PUBLIC THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED AS FOLLOWS:

HOLLADAY TOWN CENTER COURT - P.U.D.

AS SHOWN ON THE ATTACHED PLANS AND RECORDS.

DATE: _____

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF SALT LAKE }

ON THIS _____ DAY OF _____ 20__ A.D., I, SAUL ROBERTSON, LAND SURVEYOR, DO HEREBY ACKNOWLEDGE THAT I HAVE CONDUCTED THE SURVEY AND REVISIONS HEREON IN ACCORDANCE WITH THE STATE OF UTAH'S SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS THEREUNDER AND THAT THE SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE SAID ACT AND RULES AND REGULATIONS.

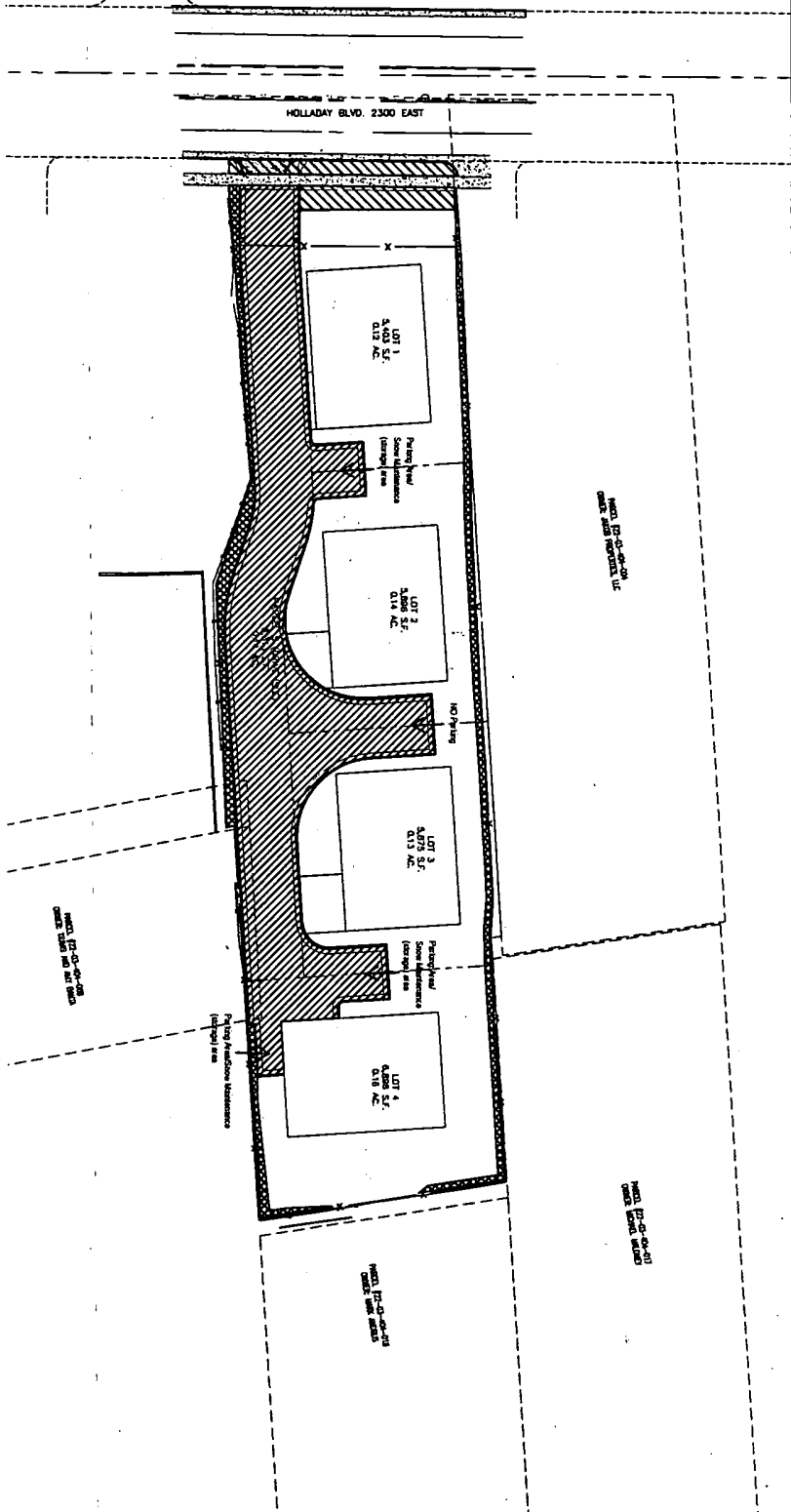
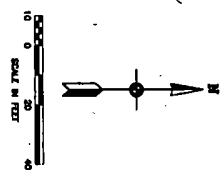
HOLLADAY TOWN CENTER COURT - P.U.D.

LOCATED IN SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 2 SOUTH, RANGE 1 EAST,
SALT LAKE BASIN AND MERIDIAN
HOLLADAY, UTAH
RM ZONE

Legal Description

Real property situated in Salt Lake County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT ON THE EAST LINE OF 2300 EAST STREET SAID POINT BEING 779.27 FEET SOUTH 00°32'30" WEST AND 40.00 FEET NORTH 89°27'30" EAST FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 86°30'01" EAST 261.61 FEET; THENCE SOUTH 08°30'00" EAST 3.62 FEET; THENCE NORTH 86°30'00" EAST 85.02 FEET; THENCE SOUTH 08°30'00" EAST 87.31 FEET; THENCE SOUTH 86°31'00" WEST 136.87 FEET; THENCE SOUTH 10°22'00" EAST 2.91 FEET; THENCE SOUTH 87°37'00" WEST 85.55 FEET; THENCE NORTH 71°24'00" WEST 39.08 FEET; THENCE SOUTH 85°39'00" WEST 101.86 FEET; THENCE NORTH 00°32'30" EAST 78.77 FEET TO THE POINT OF BEGINNING. CONTAINS 30,383 SQUARE FEET, 0.70 ACRES, 4 LOTS.



LEGEND

HOA MAINTENANCE AREAS	
[Diagonal Hatching]	CITY OWNED - MAINTAINED BY HOA
[Diagonal Hatching]	PRIVATE ROAD AND DRIVEWAYS
[Cross-hatching]	RETAINING WALLS AND PERIMETER LANDSCAPE
[Dashed Line]	PERIMETER FENCING AND ENTRANCE FENCE
[Symbol 'x']	[Symbol 'x']

DRAWING NO. EX-A SHEET 1 OF 20	EXHIBIT A	DAVID WICKLEY HOMES HOLLADAY PUD - DWH HOLLADAY, UT		VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING	PRELIMINARY	Bowen Collins & Associates, Inc. CONSULTING ENGINEERS
		DESIGN DRAWN: J.TSANDES	REVIEW CHECKED: J.TSANDES APPROVED: J.TSANDES			
DATE: SEPTEMBER 2013 PROJECT NUMBER: 481-13-01		REVISIONS				

EXHIBIT B

(Definitions)

- 1.1 “**Access Areas**” means the portions of the Common Areas designated for pedestrian or passenger vehicular access of the Subject Property, Lots, and Common Maintenance Areas, as shown on the attached Site Plan.
- 1.2 “**Applicable Laws**” means any governmental or municipal laws, rules, ordinances, or regulations applicable to the Subject Property, or any part thereof, including without limitation any applicable zoning laws.
- 1.3 “**Association**” means the nonprofit corporation to be formed to serve as the owners association as provided in Article 4 hereof.
- 1.4 “**Building Envelope**” means the limits of disturbance or buildable area of each Lot as shown on the Site Plan, outside of which no disturbance shall occur, except for underground utility installations and landscaping activities approved, in advance and in writing, by the Association.
- 1.5 “**Claim**” means any claim, grievance, or dispute arising out of or relating to: (i) the interpretation, application, or enforcement of the Declaration, Bylaws or Articles of Incorporation; (ii) the rights, obligations, and duties of any party bound by the Declaration, Bylaws, or Articles of Incorporation; or (iii) the design or construction of improvements within the Project, other than matters of aesthetic judgment under Article 6 of the Declaration, which shall not be subject to review.
- 1.6 “**Common Area**” or “**Common Areas**” means the tract(s) designated as such in this Declaration, including any Improvements situated within any such Common Areas.
- 1.7 “**Common Maintenance Areas**” means the Common Areas and those other areas within any one or more Lots and designated as “**Common Maintenance Areas**” within this Declaration, including any Improvements situated within any such Common Areas or Common Maintenance Areas.
- 1.8 “**Standards**” means the standards of use, conduct, architecture, landscaping, aesthetic matters, maintenance, repair, replacement and upkeep standards described in this Declaration, as the same may be amended from time to time by the Association, including without limitation the Use Restrictions.
- 1.9 “**Declaration**” means all of the easements, covenants, restrictions and charges set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof, including without limitation the Use Restrictions.
- 1.10 “**Dispute**” means any and all actions or claims by, between or among the and/or any Owners arising out of or in any way relating to (a) the Project or any or Residences thereon, any agreements or duties or liabilities as between the Declarant and an Owner relating to the development, construction or sale of any portion of the Project, any maintenance of the Project or any Common Areas, or (b) the use or condition of any portion of the Project, or the design or construction of or any condition on or affecting the Project or any portion thereof, including without limitation construction defects, surveys, soils conditions, grading, specifications, installation of improvements, or disputes which allege

liability, negligence or breach of implied, express or statutory warranties as to the condition of any portion of the Project or improvements thereon.

- 1.11 **"Driveway Corridor"** means the corridor for the location of a driveway to access a Building Envelope on each Lot as shown on the Site Plan or any site development plan approved by the Association.
- 1.12 **"Improvement" or "Improvements"** means every structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter or other product of construction efforts on or in respect to the Subject Property.
- 1.13 **"Landscaping Areas"** means the areas designated for landscaping located south of the Road and along the portion of the Subject Property running along 2300 East, as shown on the Site Plan.
- 1.14 **"Lot"** means a platted lot within the Subject Property as shown on the Site Plan, excluding for these purposes any tract designated in this Declaration as being a Common Area.
- 1.15 **"Owner"** means the person or persons, including the Declarant, owning any Lot in the Subject Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in any Lot or any other part of the Subject Property, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise. The rights, obligations and other status of being an Owner shall commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred to the date of any such termination.
- 1.16 **"Parking Areas"** means, as designated and shown on attached Exhibit A, the Snow Maintenance (Storage) Areas between Lots 1 and 2, Lots 3 and 4, and adjacent to the south side of Lot 4, which may only be used for parking when not needed for snow maintenance (storage). When these areas are used for snow maintenance (storage), any vehicles parked there, upon notice from the Association, must be immediately moved and, then, either parked in private garages within the Subject Property or, alternatively, relocated off-site..
- 1.17 **"Project"** means the Subject Property, the Lots, the improvements thereon and the development, construction, marketing and sale of the Subject Property, the Lots, and the improvements thereon.
- 1.18 **"Residence"** means each residential structure constructed, from time to time, within each Lot part of the Subject Property and intended for the occupancy of individual Owners or tenants thereof.
- 1.19 **"Road"** means the private road located within the Subject Property as shown on the Site Plan.
- 1.20 **"Rock Walls"** means the rock walls located on the perimeter of the Subject Property as shown on the Site Plan.
- 1.21 **"Subject Property"** means the property described in Article 2 of this Declaration; provided that notwithstanding the foregoing, the Declarant shall retain the right to annex any real property, improved or unimproved, near, adjacent or contiguous to the Subject Property and, thereby, make any such real property (and

part of the Project and, then, subject to the terms and conditions of this

- 1.22 “*Use Restrictions*” or “*Rules and Regulations*” means the use restrictions and/or the rules and regulations set forth in *Exhibit C*, as the same may be amended or supplemented from time to time by the Association.

EXHIBIT C

(Additional Use Restrictions; Rules and Regulations)

In addition to any restrictions noted on the Site Plan, the requirements of any Applicable Laws, and the terms and conditions of this Declaration, the Subject Property shall be held, used and enjoyed subject to the following conditions, limitations and restrictions:

1. Use of Lots/Occupancy of Improvements on Lots. Occupancies of Residences on the Lots shall be primarily for residential use, as a residential dwelling. Secondary commercial and business uses, without any adverse external effect on the nature, perception, operation or ambiance of the Subject Property as a first class residential community are expressly permitted, subject to restrictions of record and local zoning ordinances and regulations. In addition to the uses that are restricted by zoning, the following uses are prohibited within the Subject Property, including without limitation within any Unit:

- (a) trailer courts, mobile home parks, recreational vehicle campgrounds, and facilities for the sales or service of mobile homes or trailers;
- (b) junkyards, scrap metal yards, automobile uses parts sales facilities, motor vehicles sales operations or dealerships, motor vehicle dismantling operations, and sanitary landfills;
- (c) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage or refuse of any nature, other than handling or reducing waste produced on the premises from authorized uses in a clean and sanitary manner;
- (d) consignment shops, pawn shops, thrift stores, flea markets, salvage businesses, or discount stores whose merchandise consists primarily of uses goods or merchandise, excess inventory, discontinued items, and/or goods acquired through liquidation of other businesses or fire or bankruptcy sales; provided, periodic Association sponsored or sanctioned events or activities on the Common Area (such as, without limitation, craft fairs, arts festivals, or farmers markers) shall be permitted;
- (e) truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use which is not prohibited);
- (f) tanning parlors, massage parlors, or any establishment which offers entertainment or services by nude or partially dressed male or female persons, except that the provision shall not preclude tanning and massage services offered by fully clothed, trained personnel as part of a hotel, a legitimate fitness or health facility, or a day spa operation that also offers beauty, body care, skin care, or similar services;
- (g) "adult entertainment uses," which term shall mean, for the purpose of this Declaration, any theater or other establishment which shows, previews, or prominently displays, advertises or conspicuously promotes for sale or rental: (A) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature or inconsistent with the prevailing community standard within the City of Holladay, Utah; or (B) sexually explicit games, toys, devices, or similar merchandise;
- (h) tattoo parlors, body piercing shops, and so-called "head shops" (i.e., shops offering or promoting illegal drug paraphernalia or items intended for or commonly associated with the use of illegal drugs);
- (i) mini-warehouses, warehouse or distribution centers, and motor and freight terminals;

- (j) any facility for the dyeing and finishing of textiles, the production of fabricated metal products, or the storage and refining of petroleum;
- (k) dry cleaning plants; provided, facilities for the drop-off or pick-up of items dry cleaned outside of the community are permitted;
- (l) engine and motor repair facilities (except in connection with any permitted automobile service station); heavy machinery sales or storage facilities of any kind or nature, except, as approved by the Association, within enclosed Storage Areas; and
- (m) any use which would cause or threaten the cancellation of any insurance maintained by the Association, or which would measurably increase insurance rates for any insurance maintained by the Association or Owners above the rates that would apply in the absence of such use, except such uses as are specifically authorized under the Rules and Regulations.

2. Structures Permitted. No structures shall be erected or permitted to remain on any Lot except one single-townhomes generally as outlined on attached *Exhibit A*. Any other structures of any kind or nature must be approved, in advance and in writing, by the Association.

3. Residential Use. Lots shall only be used for single-family residential purposes. Except with the consent of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of dwelling units, (b) the right of the Declarant or any contractor or homebuilder to construct dwelling units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any dwelling unit as a sales or rental office or model home for purposes of sales or rental in the Subject Property, and (c) the right of the Owner of a Lot to maintain the Owner's professional personal library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers, in the Owner's dwelling unit. The Association shall not approve commercial activities otherwise prohibited by this paragraph unless the Association determines that only normal residential activities would be observable outside of the dwelling unit and that the activities would not be in violation of applicable governmental ordinances.

4. Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any Common Areas, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

5. Animals. No animals or livestock of any kind, including, without limitation chickens, ducks or other fowl, shall be raised, bred or kept or permitted within any Lot other than a reasonable number of household pets, e.g., dogs, cats, and/or birds, which are not bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Live poultry is expressly prohibited from the Subject Property. Any damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. No dog shall be permitted to roam the Subject Property unattended, and all

dogs shall be kept on a leash while outside a Lot. An Owner or resident may be required to remove a pet upon receipt of the third notice in writing from the Association of violations of any rule, regulation or restriction governing pets within the Subject Property.

6. Maintenance of Structures and Grounds. Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on the Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Except for Common Maintenance Areas, each Owner shall be responsible for maintaining the areas between such Owner's Lot line and the street, including without limitation sidewalks and street trees. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

7. Parking. Parking of commercial vehicles, boats, trailers, motorcycles, trucks, truck campers or other recreational vehicle or equipment and vehicles in excess of three-quarter (3/4) ton in weight shall not be allowed on any part of the Subject Property, except as may be otherwise approved, in advance and in writing, by the Association. Vehicles owned, rented, borrowed or under the control of the occupant of the dwelling located on the Lot may be parked on the Parking Areas adjacent thereto for a period not to exceed five (5) days in any twenty (20) day period. Vehicles owned by others who are guests of the occupants of the dwelling may be parked on the Parking Areas adjacent thereto for a period not to exceed fourteen (14) days in any thirty (30) day period. Notwithstanding the foregoing, no vehicle shall be allowed to be parked on any part of the Access Areas within the Subject Property.

8. Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Association reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed by the Association, the Association may have the vehicle removed from the Subject Property and charge the expense of such removal to the offending Owner.

9. Signs. No signs shall be erected or maintained on any Lot, except a project sign and except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding five (5) square feet in size, may be temporarily displayed on any Lot. The restriction contained in this paragraph does not apply to signs used by a builder during the construction and sales period and shall not prohibit the temporary placement of "political" signs on any Lot by the Owner.

10. Rubbish and Trash. No Lot or part of the Common Areas shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept appropriate sanitary containers for proper disposal and out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, Areas, Common Maintenance Areas or on any Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, street, Common

Maintenance Area or Common Area within ten (10) days following the date on which notice is mailed by the Association, the Association may have such materials removed and charge expense of such removal to the Owner.

11. Completion of Construction. The construction of any building on any Lot, to the extent any such construction is not performed by the Declarant, including painting and all exterior finish, shall be completed within eighteen (18) months from the beginning of construction as evidenced by a Certificate of Occupancy issued by the applicable governmental entity. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Association. The building area shall be kept reasonably clean and in workmanlike order, including without limitation with any reasonably necessary or appropriate dust control measures, during the construction period.

12. Landscape Completion. All landscaping must be completed within six (6) months from the date of occupancy of the dwelling unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Association.

13. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

14. Fences. All fences must be approved by the Association. All perimeter fencing shall conform to the Design and Construction Guidelines adopted from time to time established by the Association.

15. Newspaper Boxes. No newspaper box or receptacle shall be placed on or adjacent to any Lot without the prior approval of the Association.

16. Service Facilities. Service facilities (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. All telephone, power, natural gas, cable television and other communication lines shall be placed underground.

17. Prohibition on Easements. No Owner may grant an access easement over the Owner's Lot to any person other than an Owner of a Lot within the Subject Property or in favor of any parcel other than a Lot within the Subject Property.

18. Association Rules and Regulations. In addition, the Association from time to time may adopt, modify or revoke such rules and regulations governing the conduct of and the operation and use of Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Subject Property. A copy of the rules and regulations, upon adoption, and a copy of each modification or revocation thereof, shall be delivered by the Association promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery. The method of adoption of such rules shall be as provided in the Bylaws of the Association.

EXHIBIT D

(Design and Construction Guidelines)

In addition to any Design and Construction Guidelines adopted by the Association, all Improvements shall be designed and constructed in accordance with the applicable sections of the Holladay City Code, Chapter 13.14.010 *et seq.*, and Chapter 15.08.010 *et seq.*, as may be amended from time to time.