

Entry No. 116455 Book M 39
RECORDED 7.28-72 at 1:35 P.M. Page 680
REQUEST of Utah Title & Abstract Co.
FEE \$ 15.50 WANDA Y. STINGGS, SUMMIT CO. RECORDER
By Wanda Y. Stiggs
INDEXED ABSTRACT

DECLARATION AND RESTRICTIONS

FOR

LAKE ROCKPORT ESTATE

THIS DECLARATION is made this 12th day of July,
1972, by LAKE ROCKPORT PROPERTIES, INC., a Utah Corporation.

I. DEFINITIONS.

1.1 Declarant: "Declarant" means LAKE ROCKPORT PROPERTIES, INC, together with its assigns and successors.

1.2 Real Property: "Real Property" means that certain real property located in Summit County, Utah, known as Lake Rockport Estates.

1.3 Building: "Building" means any building constructed on the Real Property.

1.4 The Project: "Project" means the Real Property and all Buildings and other improvements on the Real Property.

1.5 Record of Survey Map: "Record of Survey Map" means the Record of Survey Map for Lake Rockport Estates filed with this Declaration, dated _____ and consisting of _____ pages, prepared by _____.

1.6 Lot: "Lot" means each individual lot and the air space above it designated in the Record of Survey together with all fixtures and improvements therein contained.

1.7 Common Areas: "Common Areas" means all of the Project which has been designated for common use by lot owners.

1.8 Owner: "Owner" means any person or entity, including the Declarant, at any time owning the record. The term "Owner" shall not refer to any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

BOOK M 3 PAGE 680

1.9 Mortgage: "Mortgage" means any mortgage, deed of trust, or other security instrument by which a lot or any part thereof is encumbered.

1.10 Association: "Association" means the Lake Rockport Property Owners Inc., a Utah non-profit corporation, its successors and assigns, organized to be the Association referred to herein.

II. STATEMENT OF INTENTION AND PURPOSE.

2.1 Declaration: Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Project.

III. NATURE AND INCIDENTS OF LOT OWNERSHIP.

3.1 Estates of an Owner: The Project is hereby divided into lots each consisting of a fee interest in a lot.

3.2 Right to Combine Lots: With the written consent of Declarant, two or more lots may be utilized by the Owner or Owners thereof as if they were one lot.

3.3 Title: Title to a lot may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitations, joint tenancy or tenancy in common.

3.4 Ad valorem Taxation: Each lot shall be assessed separately for all taxes, assessments and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. The Association shall furnish to the assessor all necessary information with respect to such apportionment. No forfeiture or sale of any lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other lot.

3.5 Easement for Access to Lot: Each lot shall have access to a public street by an Access Easement shown on the Record of Survey Map. In the event Declarant or the Association provides a suitable substitute easement at any time in the future, each Owner, by acceptance of a conveyance of a lot, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each Mortgagee, by acceptance of a Mortgage on a lot, agrees for itself and its successors in interest to release the original easement or easements from such Mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the Mortgage, provided that the Mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements.

BOOK M39 PAGE 682

3.6 Easements of Access for Repair, Maintenance and Emergencies:

Some of the Common Areas are or may be located within the lot or may be conveniently accessible only through the lots. The Owners of other lots shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each lot and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to another lot or lots.

3.7 Easements Deemed Created: All conveyances of lots hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided for herein, even though no specific reference to such easements appears in any such conveyance.

IV. DESCRIPTION OF A LOT.

4.1 Method of Description: Every contract for the sale of a lot and every other instrument other than a deed affecting title to a lot may describe a lot by its identifying number or symbol as designated in this Declaration or as shown on the Record of Survey Map.

V. MECHANIC'S LIEN RIGHTS.

5.1 Mechanic's Liens: No labor performed or material furnished for use in connection with any lot with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the lot of any other Owner not expressly consenting to or requesting the same.

VI. THE ASSOCIATION.

6.1 Membership: Every Owner shall be entitled and required to be a member of the Association. If title to a lot is held by more than one person, the membership related to that lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the lot is held. An Owner shall be entitled to one membership for each lot owned by him. Each such membership shall be appurtenant to the lot upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of a lot; provided, however, that the right of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a lot.

6.2 Amplification: The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

VII. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

7.1 The Common Areas: The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for utility lines and all other improvements or material located within or used in connection with the Common Areas; the maintenance and repair of parking spaces and

structures constituting part of the General or Limited Common Areas; and the payment of utility and repair costs involved in the operation and repair of roads or driveways serving the parking facilities and pathways, which form a part of this Project, if any. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this Section.

7.2 Miscellaneous Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services to each lot.

7.3 Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the lots and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

7.4 Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

VIII. ASSESSMENTS.

8.1 Agreement to Pay Assessment: Declarant, for each lot owned by it within the Project, and for and as the owner of the Project and every part thereof, hereby covenants, and each Owner of any lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

8.2 Amount of Total Annual Assessments: The total annual assessments against all lots shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas or furnishing utility services to the Lots, which estimates may include, among other things, expenses of management; taxes and special assessments until the lots are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; common electrical; common charges; trash collection; repairs and maintenance; wages for Association

employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

8.3 Apportionment of Annual Assessments: Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Owners in proportion to their respective undivided interests in the Common Areas.

8.4 Notice of Annual Assessments and Time for Payment Thereof: Annual assessments shall be made on a May 1 through April 30 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his lot on or before March 1 each year for the fiscal year commencing on May 1 following such date. Such assessment shall be due and payable in quarterly installments on or before May 1, August 1, November 1 and February 1 next succeeding the date of assessment; provided, however, that the first annual assessment shall be for the balance of the fiscal year remaining after the date hereof as the date of commencement of the Project. Each annual assessment shall bear interest at the maximum legal interest rate from the date it becomes due and payable if not paid by such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any lot for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty days after such notice shall have been given, but no sooner than May 1 of the fiscal year to which such assessment relates.

8.5 Special Assessments for Capital Improvements: In addition to the annual assessments authorized by this Article, the Association may levy, at any time and from time to time by a 3/4 majority vote of the Lot Owners excluding the vote of the developer, special assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty days after such notice shall have been given. A special assessment shall bear interest at the maximum legal interest rate from the date it becomes due and payable.

8.6 Lien for Assessments: All sums assessed to the Owner of lot pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such lot in favor of the Association.

8.7 Personal Obligation of Owner: The amount of any annual or special assessment against any lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation

by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his lot.

IX. PROVISIONS APPLICABLE FOR ALL PROPERTY.

9.1 The Architectural Committee: The Architectural Committee shall consist of five members. The committee shall consist of three members from the Rockport Properties, Inc. with the remaining two members being selected by the Lake Rockport Estates Property Owners Association. At such time as 80 percent of the lots are sold or in five years, whichever comes first, one membership of the Rockport Properties, Inc. will be passed to the Home Owners Association. The following required documents are to be submitted for the Architectural Committee review:

1. Lot plot plan
2. Floor Plan
3. Exterior Elevations

The architectural plans and specifications must be submitted in duplicate, together with a fee of \$20 for the time and effort required for review prior to approval. No lot owner shall make any changes in drainages or topography without prior approval of the Architectural Committee.

9.2 Residential Purpose: The project shall be used exclusively for residential living purposes.

9.3 Occupancy Limitations: No Unit shall be used to accommodate more persons than it was designed to accommodate comfortably.

9.4 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing shall prevent the Declarant from zoning certain parts of the project for commercial use.

9.5 Maintenance of The Project: All of the Project shall be kept and maintained by the Owners thereof in a clean, safe and

attractive condition, in good repair, and in all other respects in accordance with the provisions of this Declaration at the Owner's sole cost and expense.

9.6 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any of the Project nor shall anything be done or place on the Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

9.7 No Hazardous Activities: No activities shall be conducted, nor improvements constructed, upon the Project which are or might become unsafe or hazardous to any person or property.

9.8 No Unsightliness: No unsightliness shall be permitted upon any of the Project. No lumber, grass, shrubs or tree clippings, waste, metals, bulk materials, refuse, garbage and trash shall be kept, stored or allowed to accumulate on the property. No vehicles, boats, or equipment shall be constructed, reconstructed, repaired or abandoned on the Project.

9.9 No Annoying Lights, Sounds or Odors: No light shall be emitted from the Project which is unreasonably bright; no sound shall be emitted from the Project which is unreasonably loud or annoying except for security and fire alarm devices used exclusively to protect the Project; no odors shall be emitted from any of the Project which is noxious or offensive to others.

9.10 Restrictions on Animals: No animals, birds, or other pets shall be kept or allowed to remain on any of the Project except each lot owner shall at his discretion maintain up to two horses per lot.

9.11 Restriction on Signs: No signs or advertising devices of any nature shall be erected or maintained on any of the Project, except signs approved by Declarant.

9.12 No Subdivision: No Unit or portion thereof may be divided or subdivided by the lot owner.

9.13 Rules and Regulations: No owner shall violate any rules, regulations, or ordinances for the use of said lots adopted from time to time by the association.

9.14 No Temporary Structures: No tent, shack, trailer, camper, or other temporary building or improvement shall be allowed to remain on the Project as a permanent dwelling.

9.15 Construction: All Building exteriors must be completed within 12 months from the commencement of construction.

9.16 Sewage Disposal: No pit privy shall be erected, maintained or used upon any part of said property either temporarily or permanently; all sewage disposal shall be water-flush type toilet connected to a disposal system as approved by the State of Utah or Summit County.

9.17 No Changes to Property: Except as provided or contemplated by the Declaration, no change in the existing state of the property shall be made or permitted, without approval of the Architectural Committee.

X. INSURANCE.

10.1 Types of Insurance: The Association shall obtain and keep in force and effect at all times the following insurance coverage provided by companies duly authorized to do business in the State of Utah:

- (a) Casualty Insurance
- (b) Public Liability and Property Damage Insurance
- (c) Workmen's Compensation and Employer's Liability Insurance
- (d) Fidelity Insurance

XI. MISCELLANEOUS.

11.1 Compliance with Provisions of Declaration and By-Laws of the Association:

Each owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the

Association, and the decisions and resolutions of the Association adopted pursuant thereto and lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action for damages or injunctive relief.

11.2 Registration of Mailing Address: Each Owner shall register his current mailing address with the Association so that all notices or demands may be sent to the Owner by either Registered or Certified mail.

11.3 Owner's Obligation to Continue: All obligations of the Owner under and by the virtue of this Declaration shall continue, notwithstanding that he may have leased or rented said lot, but the owner shall have no obligation for expenses or other obligations accruing after the sale or conveyance of said lot.

11.4 The provisions of this Declaration shall be in addition and supplemented by the laws of the State of Utah and all other provisions of the law of Summit County.

11.5 No Waiver: Failure to enforce any provisions or restrictions or covenants by the Declarant shall not operate as a waiver of any such provisions, restrictions, or covenants.

XII. WATER.

12.1 In order to develop the water in an orderly economical manner, present water supplies are drawn from shallow wells and springs on the project. Use of water by individual lot owners is restricted to 800 gallons a day until such time as deep wells are developed and restriction is removed by the Utah State Health Department.

IN WITNESS WHEREOF Lake Rockport Properties, Inc. has executed this Declaration the day and year first above written.

LAKE ROCKPORT PROPERTIES, INC.

A Utah Corporation

BY: 

Jay C. McGregor

STATE OF UTAH)
) : ss.
COUNTY OF Summit)

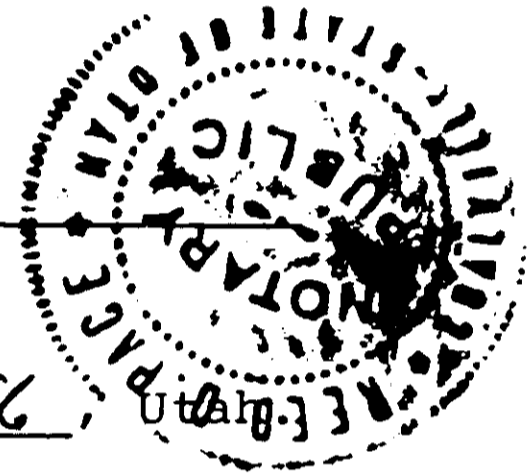
On the 12 day of July, 1972, personally appeared before me JAY C. MCGREGOR, who, being by me duly sworn, did say that he is the President of LAKE ROCKPORT PROPERTIES, INC., a Utah corporation, and that the foregoing Declaration was signed on behalf of said corporation by authority of a Resolution of its Board of Directors, and that said JAY C. MCGREGOR duly acknowledges to me that he executed the same and the seal affixed is the seal of said corporation.

Reed D. Pace
Notary Public

My Commission Expires:

Feb. 18 - 1975

Residing at Coalville, Utah



BOOK M39 PAGE 693