



**DECLARATION OF COVENANTS, CONDITONS AND RESTRICTIONS
OF
SIERRA COVE HOME OWNERS ASSOCIATION**

The Declaration of Covenants, Conditions and Restriction which establishes a planned unit development as Sierra Cove.

DECLARATION

Declarant hereby declares that all of the properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, and desirability of the properties. This Declaration and the Map shall be construed as covenants of equitable servitude, shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The properties are located in the City of Pleasant Grove, Utah County, Utah and are described as: see Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE I – DEFINITIONS

The following definitions control in this Declaration. These terms, though defined, are generally not capitalized in the Declaration.

Section 1. Declaration means this instrument, and any amendments.

Section 2. Plat or Map means the subdivision plat recorded herewith entitled Sierra Cove. Consisting of one sheet, prepared and certified by Don Allen Surveying, a Utah Registered Land Surveyor or any replacements thereof, or additions thereto.

Section 3. Property or Properties means that certain real property herein before described and such additions thereto as may hereafter by subjected to this Declaration.

Section 4. Common Area means that portion of property owned by the Association, shown on the plat as dedicated to the common use and enjoyment of the owners.

Section 5. Limited Common Area means that portion of property owned by the Association shown on the plat as dedicated to the exclusive use and enjoyment of the owner of the lot to which such limited common area is adjacent and/or appurtenant. Limited Common Area is subject to the right of the Association set forth in this Declaration.

Section 6. Lot means a separately numbered and individually described plot of land shown on the plat which is designated for private ownership, but specifically exclude the common and limited common areas.

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Section 7. Townhome means a single family dwelling, with roofs in common with other single family dwellings. "Townhome" includes fee title to the real property lying directly beneath the single family dwelling within lot boundary lines.

Section 8. Owner means the entity, person, or group of persons owning fee simple title to any lot which is within the Properties. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as an "owner."

Section 9. Association means Sierra Cove Owners Association, its successors and assigns.

Section 10. Member means every person or entity who holds membership in the Association. Every Member is an owner, and every Owner is a Member.

Section 11. Trustees means the governing body of the Association.

Section 12. Declarant means Sierra Cove Home Owners Association.

Section 13. Mortgage includes "deed of trust" and Mortgagee includes "trust of beneficiary."

ARTICLE II – PROPERTY RIGHTS

Section 1. Title to the Common Area.

The Association will covenant to fulfill all the terms of this Declaration, to maintain the common area in good repair and condition at all times and to operate the common area at HOA expense, in accordance with high standards.

Section 2. Owners' Easements of Enjoyment.

Every owner has a right and easement of use and enjoyment in and to the common area. This easement is appurtenant to and passes with the title to every lot, subject to the right of the Association to:

- a. Charge reasonable admission, use, service and other fees for the use of any service or recreational storage, or parking facility situated upon the common area. No fees shall be charged for parking specifically designated on the plat as appurtenant to a lot.
- b. Limit the number of guests of members using the common area.
- c. Suspend the voting rights of a member for any period during which an assessment or portion thereof against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- d. Enter into agreements or leases which provide for use of the common areas and facilities for cash consideration.
- e. With the approval of sixty-seven percent (67%) of the owners to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area or any interest therein to any private individual, corporate entity, public agency, authority, or utility.
- f. Grant easement for water, sewer, gas, telephone, electricity and drainage purposes.
- g. Take such steps as are reasonable necessary or desirable to protect the common area against foreclosure.
- h. The terms and conditions of this Declaration.
- i. Through its Trustees, to adopt rules and regulations concerning use of the common area.

Section 3. Limited Common Area

A lot owner is entitled to the exclusive use of the limited common area adjacent and appurtenant thereto, if any, and to exclusive use of the parking area, if any, designate with his lot number on the plat. The Association, through its Trustees, may adopt rules and regulations concerning use of the limited common area

Section 4. Delegation of Use.

An owner is deemed to delegate his right of enjoyment to the common area and facilities to the members of his family. No one who is a non-resident shall have any vested right of enjoyment.

Section 5. Rules.

The Board of Trustees shall have the authority to promulgate rules and regulations for the governance of the Properties, and persons within the Properties. These rules of the Association shall be compiled and copies shall be made available for inspection and copying by the Trustees.

Section 6. Lot.

Each Lot is owned in fee simple by the owner. However, area within the surveyed lot boundaries but outside the originally constructed townhome walls shall be treated as limited common area for use purposes, and as exterior area for maintenance purposes. After the initial construction on a lot, subsequent construction, if any, on that lot, must never the less conform to the location, size and appearance of the originally constructed townhome.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every owner is a member of the Association. The term “owner” does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership in the Association automatically transfers upon transfer of title by the record owner to another person or entity.

Section 2. Voting Rights.

Members are entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall be a member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. A vote cast at any association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

Section 3. Governing Body.

The owners are to elect a three (3) member Board of Trustees, a President and Secretary/Treasurer for a term of one (1) year. Additional officers will be appointed by the Board of Trustees as needed.

ARTICLE IV – FINANCES AND OPERATIONS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The owner of any lot by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided: (3) any other amount or assessment levied or charged by the Association or Board of Trustees pursuant to this Declaration, and (4) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such person who was the owner of such property at the time when the assessments fell due. Successors-in-title shall not be personally liable of assessments delinquent at the time they took title unless that obligation is expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used (1) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and (2) for the improvement of properties, services and facilities devoted to this purpose. The assessments must provide for but are not limited to the payment of taxes on Association property, and insurance maintained by the Association, the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the common area, the payment of administrative expenses of the Association, the establishment of a reserve account for repair, maintenance and replacement of those common areas which must be replaced on a periodic basis; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Trustees, for the payment of other charges including, without limitation, secondary water, roof replacement, insurance, snow removal, lawn care, and sprinkler system maintenance.

Section 3. Annual Assessments.

The Board of Trustees shall present a proposal for the annual assessment, which shall be determined by the proposed budget for the coming year to the membership for approval by vote of sixty-seven (67%) of all the votes of members authorized to vote, in person or proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of common area structures, fixtures and personal property related thereto. Special assessments may also be levied for roof replacement and road repair. As determined by need and the vote of 2/3 of the Board of Trustees

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Written notice of any meeting of members called for the purpose of taking any action authorized under Section 3, 4 or 5 shall be sent to all members at least fifteen (15) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least fifteen (15) days advance written notice, and the required quorum at any such subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment: Periodic Assessment.

Both annual and special assessments must be fixed at a uniform rate for all lots. Annual special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine and will begin on the day of closing.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The assessments due dates shall be established by the Trustees. The Trustees may provide for the payment of the annual and special assessments in equal installments throughout the assessment year.

The Trustees shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment on a specified lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 8. Effect of Non-payment of Assessment – Remedies of the Association.

Any assessment or installment thereof not paid within thirty (30) days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Trustees shall determine appropriate) until paid. In addition, the Trustees may assess a late fee for each delinquent installment which shall not exceed ten percent (10%) of the installment.

The Trustees may, in the name of the Association, (a) bring an action at law against the owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee, together with an account for the reasonable rental for the lot from time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Written notice of any meeting of members called for the purpose of taking any action authorized under Section 3, 4 or 5 shall be sent to all members at least fifteen (15) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least fifteen (15) days advance written notice, and the required quorum at any such subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee, together with an account for the reasonable rental for the lot from time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage of any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a lot or owner from personal liability for assessments coming due, after taking title, or from the lien of such later assessments.

Section 10. Books, Records and Audit.

The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by lot owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from, such documents. A lot owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

Section 11. New Purchaser Fees

The purchaser of a townhome in Sierra Cove is obligated to pay the monthly assessment for the month of purchase plus the following month.

ARTICLE V – INSURANCE**Section 1. HOA Commercial Insurance Policy**

The Trustees shall keep all insurable improvements and fixtures of the common area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the common area shall be written in the name of and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments may by the Association.

In addition to casualty insurance on the Common Area, the Trustees may elect to obtain and continue in effect, on behalf of all owners, adequate blanket fire insurance in such form as the Trustees deem appropriate in an amount equal to the full replacement value, without deduction for depreciation, of all the townhomes including the structural portions and fixtures thereof. Insurance premiums from such blanket insurance coverage, and any other insurance premiums paid by the Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to the townhomes shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the owners.

The Association shall provide a blanket commercial insurance policy. Each owner shall be responsible to keep all attached improvements insured against such losses or damages as the owner shall elect. Owner shall repair and replace any damages to the improvement for which insurance is to be carried.

Section 2. Replacement or Repair of Common Area Property.

In the event damage to or destruction of any part of the common area improvement, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot owner.

In the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Trustees are empowered to and shall represent the member in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each owner for this purpose.

Section 3. Owner Responsibility if Maintenance is Rejected.

Periodically the President and Board of Trustees will recommend that outside maintenance be done on Sierra Cove properties to prevent possible future damage to the existing infrastructure. In the event that a homeowner elects not to have the maintenance procedure completed on their property it is understood that the home owner accepts full responsibility for any damage that might occur because of the failure to complete the maintenance and will pay 100 % of the necessary repair expenditures.

Section 4. Liability Insurance.

The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the common and limited common property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the common areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an owner because of negligent acts of the Association or other owners.

Section 5. Directors and Officers Insurance.

The Trustees may elect to obtain fidelity coverage against dishonest acts on the part of managers, trustees, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the owners or members. In procuring fidelity insurance the Trustees shall seek a policy which shall (1) name the Association as obligee or beneficiary, plus (2) be written in an amount not less than the sum of three months operating expenses and the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

Section 6. Annual Review of Policies and Audit of Financial Records.

All insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed. A thorough audit of financial records will be conducted a minimum of annually by the Board of Trustees.

Section 7. Individual Homeowner Deductible Payment Responsibility.

The HOA commercial insurance policy will have a deductible of ten (\$10,000) thousand dollars. Home owners will be responsible to pay the deductible either by being self-insured or by having a minimum of ten thousand (\$10,000) dwelling coverage on their HO 6 policy, which will be the primary insurance, and will cover the deductible. Any expense beyond the ten thousand (\$10,000) or whatever the primary dwelling insurance is beyond that amount will be covered by the Association insurance policy.

ARTICLE VI - STRUCTURAL CHANGES REQUIREMENT**Section 1. Approval Needed for Changes to Structure.**

No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration to any lot or townhome be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees. In the event said Trustees fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this article will be deemed to have been made.

The Board of Trustees shall have the power to adopt and amend standards and regulations without prior approval of the owners. The Board of Trustees shall not have the power, by act of omission, to change, wave or abandon any plan, scheme or regulations pertaining to the architectural design or the exterior appearance of, or maintenance of townhomes and lots, and the maintenance of the common and limited common areas, including walls, fences, driveways, lawns and plantings.

ARTICLE VII – EXTERIOR**MAINTENANCE****Section 1. Exterior Maintenance**

The home owner shall be responsible for all exterior maintenance. The Association is responsible to replace roofs when needed as determined by the Board of Trustees. The cost of roof replacement shall be a common expense and shall be added to and become part of the regular annual assessment.

Section 2. Maintenance by Owner.

Each owner shall be solely responsible for maintenance on his lot or townhome, and limited common area, with the exception of lawn care, sprinkler system and snow removal. Maintenance matters requested by the association for safety or preservation issues but declined by individual home owners will incur on that home owner full financial responsibility for negative consequences that may occur relative to their failure to comply, also for any maintenance on his lot or townhome required due to willful or negligent acts. Maintenance matters requested by the association for safety or preservation issues but declined by individual home owners will incur on that home owner full financial responsibility for negative consequences that may occur relative to their failure to comply.

Section 3. Access at Reasonable Hours.

For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours.

ARTICLE VIII – USE RESTRICTIONS

Section 1. General Use Restrictions.

All of the properties which are subject to this declaration are hereby restricted to residential dwellings and building. All buildings or structures erected on the properties shall be of quality construction and no buildings or structures shall be moved from other locations to the properties. After initial construction on a lot, no subsequent building or structure dissimilar to that initially constructed shall be moved on to that lot. No building, storage shed or structure of any other kind of a temporary character, trailer, basement, tent, camper, shack, garage, barn, recreational vehicle, shall be placed or used on any lot at any time. The only exception is a standard residential real estate “For Sale” sign.

Section 2. Signs, Commercial Activity.

No advertising signs, billboards, objects of unsightly appearance, or nuisances, shall be erected, placed, or permitted to remain on any lot or any portion of the properties. No commercial activities of any kind whatsoever shall be conducted in any building on any portion of the properties. The foregoing restrictions shall not apply to the Association in furtherance of its powers and purposes set forth hereinafter and in its Bylaws and Rules and Regulations, as the same may be amended from time to time.

Section 3. Quiet Enjoyment.

No noxious, illegal, or offensive activity shall be carried on upon any part of the properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners or which shall in any way increase the rate of insurance.

Section 4. Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious, by noise, smell or otherwise to lot owners. All pets must be kept on the lot or on a leash when in the common areas and owners must clean up after their pets. These provisions may be made more restrictive by Rule of the Association.

Section 5. Use of Common Area.

Except for the rights of ingress and egress, owners are hereby prohibited and restricted from, using any of said common area, other than as permitted in this declaration of covenants or as may be allowed by the Trustees. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all owners of lots in the properties and is necessary for the protection of the interest of all said owners in and to the common area.

Section 6. Parking.

No motor vehicle which is inoperable shall be allowed within the Properties, and any vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the owner's expense. If parking areas are not designated on the plot with lot numbers, the Trustees may assign vehicle parking space for each lot. Parking spaces within the Properties shall be used for motor vehicles actually used by the owner or by his immediate family or guests for personal use and not for commercial use. Recreational vehicles, Motor Homes, boats, travel trailers, utility trailers and similar property may be parked temporarily in a non-restrictive way as to not impede traffic or any residential area for a period of no longer than 24 hours. Residents should be cooperative to allow for effective snow removal.

Section 7. Fences and Hedges

No fences, hedges or walls shall be erected or maintained upon any property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Trustees.

Section 8. External Apparatus.

No lot owner shall cause or permit anything (including, without limitation, awnings, canopies or shutter) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Trustees.

Section 9. Exterior Television or Other Antennas

No exterior radio or other antennas, except one television antenna, which shall not exceed four feet in height, per lot, shall be placed, allowed or maintained upon any lot or upon any structure or portion of the improvements situated and located upon the properties without prior written approval of the Trustees.

Section 10. Garbage Removal

All rubbish, trash and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Section 11. Interior Utilities

All utilities, fixtures and equipment included within a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a lot, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other lots or owners.

Section 12. Rentals and Leases

All units in the Sierra Cove development are to be designated as single family units. Multiple families living in such units must be in the direct family line of the unit owner. (i.e. mother, father, brother, sister, child or grandchild only.)

Section 14. Caretaker

Situations may arise wherein a Sierra Cove homeowner requires 24 hour care. In such cases a non-related caretaker may be employed, or otherwise authorized, to live full time in the home owner's home to provide the care that is deemed necessary. The caretaker may reside in the home as long as full time care is needed. When the need ceases to exist in the home the authorization will expire.

ARTICLE IX – EASEMENTS**Section 1. Encroachments**

Each lot and the property included in the common and limited common areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same so long as it stands, shall and does exist. In the event the structure containing lots is partially or totally destroyed, and then rebuilt, the owners of the lots so affected agree that minor encroachments of parts of the adjacent lots or common or limited common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Utilities

There is hereby created a blanket easement upon, across, over and under all of the properties for ingress, egress, limited to water, sewers, gas, telephone and electricity. By virtue of this easement, it shall be expressly permissible for all public utilities serving the properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such service shall be placed underground. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the properties except as initially programmed and approved by the Board of Trustees. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document. The Association shall have the right to grant such easement on said property without conflicting with the terms hereof. All utilities that are installed in, upon, under or through the common areas of the property shall be maintained under the direction of the Association.

Section 3. Police, Fire and Ambulance Service

An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and common and limited common areas in the performance of their duties.

Section 4. Maintenance by Association

An easement is hereby granted to the association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the common and limited common areas and any lot to perform the duties of maintenance and repair.

Section 5. Other Easements.

The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE X – PARTY WALLS

Section 1. General Rules of Law to Apply.

Each wall which is built as part of the original construction of the home upon the Properties and placed on the dividing line between the “Lots shall constitute a party wall, and to the extent not inconsistent with provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing.

Not with standing any other provision of this Article an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With the Land

The right of any Owner to a contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to each Owner’s successors in title.

ARTICLE XI – GENERAL PROVISIONS

Section 1. Enforcement.

The Association or any owner, shall have the right to enforce, by any proceeding at law or inequity, all restrictions, conditions, covenant reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of this Association, including but not limited to any proceeding at law or inequity against person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any owner to do so thereafter. In the event action, with or without, suit is undertaken to enforce any provision hereof or any rule of the Association the party against whom enforcement is sought shall pay to the Association or enforcing owner a reasonable attorney fee. The Trustees may levy a fine or penalty not to exceed 10% of the amount of the maximum annual assessment against any owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice.

Section 2. Severability

All said conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected impaired, and the Association, Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section subsection, paragraph, sentence, clause or phrase.

Section 3. Duration

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns in perpetuity from the date this Declaration is recorded.

Section 4. Amendment

The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the owners. Any amendment must be properly recorded in the records of Utah County, Utah to become effective.

Section 5. Notices

Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it.

Section 6. Gender and Grammar

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women shall in all cases be assumed as though in each case fully expressed.

Section 7. Waivers

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 8. Topical Headlines

The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

Section 9. Utah Law

These declarations shall be governed by Utah Law. If any portion of this document is found to be not in accordance with State or Federal Law, only that portion of the document shall be affected and not the document as a whole.

SURVEYOR'S CERTIFICATE

I, Donald Clair Allen, do hereby certify that I am a Registered Land Surveyor, holding Certificate No. 154551 as prescribed by the laws of the state of Utah. I further certify that the description below correctly describes the land surface upon which has been constructed Sierra Cove Planned Unit Development Plat "A", a Utah P.U.D. Project, in accordance with Utah Planned Unit Development I further certify that the reference markers shown on this plat are located as shown and are sufficient to readily retrace or re-establish this survey.

BOUNDARY DESCRIPTION

Beginning SOUTH 367.943 FEET AND EAST 851.951 FEET FROM THE WEST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST,

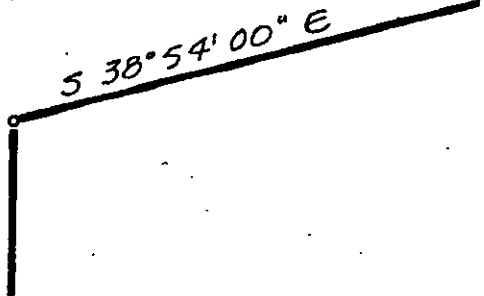
Course	Distance	Remarks
N 66° 13' 00" E	658.736'	Salt Lake Base Meridian; thence
S 38° 54' 00" E	195.482'	
S 65° 56' 47" W	671.67'	
N 36° 00' 00" W	195.622'	TO THE POINT OF BEGINNING.
		CONTAINING 2.91 ACRES.

Basis of Bearings N 62° 40' 19" E FROM THE T.M.P. TRIANGULATION TOWER

Date 16 June 1997

Richard Allen
Surveyor (see seal, below)

OWNER'S DEDICATION AND CONSENT TO RECORD

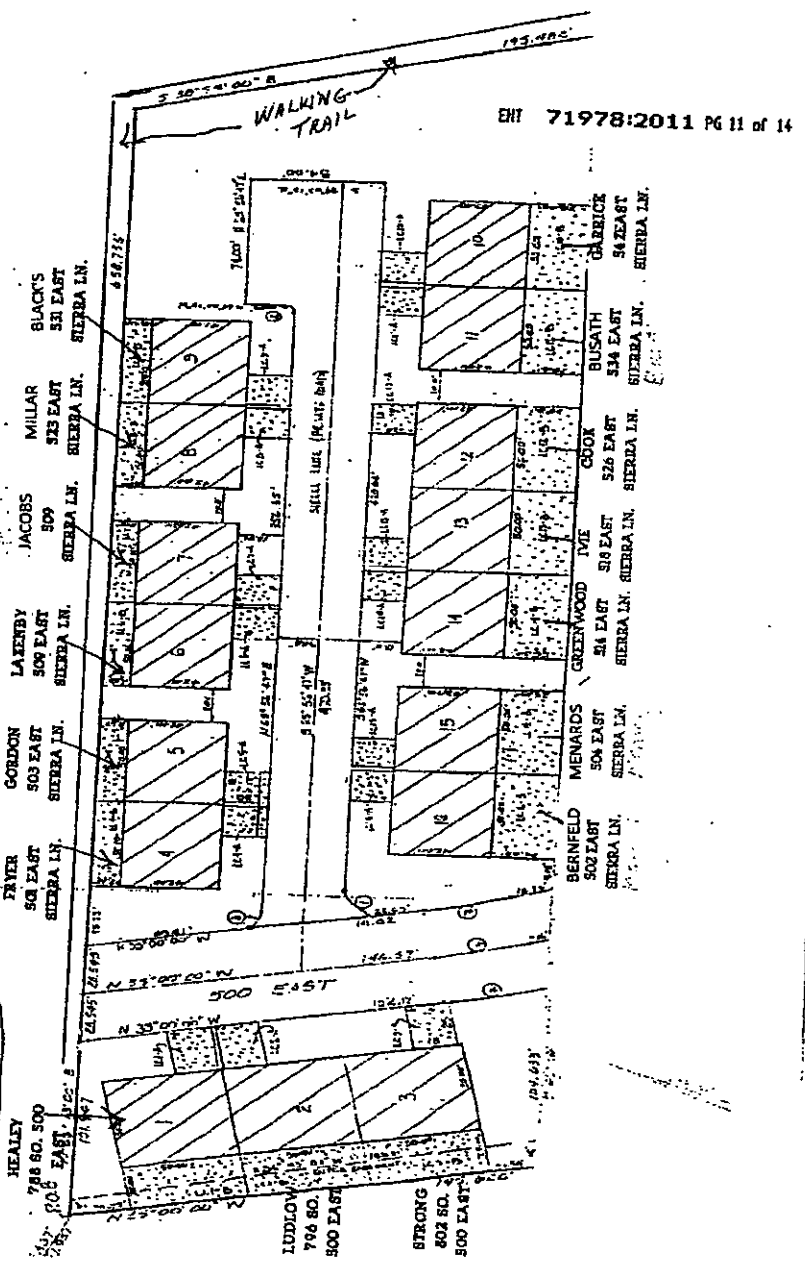


SIERRA COVE H.O.A. PLEASANT GROVE, UTAH

REVISED: OCTOBER 2017

Plan of Easement, 1/4 Section 16, Township 7 North, Range 10 East, Salt Lake County, Utah

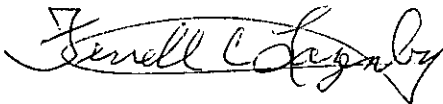
WATER
CATCH
BASIN



ENT 71978:2011 PG 11 of 14

Sierra Cove Home Owners Association Subdivision\
Pleasant Grove, Utah

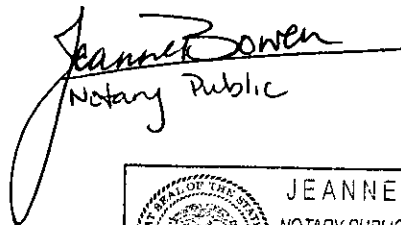
As President of the Sierra Cove Home Owners Association I, Ferrell C. Lazenby, hereby certify that on the 17th of October 2017 this revision of the Sierra Cove Declaration of Covenants, Conditions and Restrictions of the Sierra Cove Home Owners Association was discussed in a members business meeting. Those not present were visited individually to review the document. With sixteen members in our HOA, this document was approved by 15 members, with one negative vote, for an approval of ninety four per-cent. (94%).



Ferrell C. Lazenby

State of Utah
County of Utah

Subscribed and sworn to before me on this 1 day of Nov 2017
by Ferrell C Lazenby


Notary Public