

# OVERLAKE

E 111050 B 0504 P 0660  
Date 4-MAY-1998 14:56pm  
Fee: 246.00 Check  
DONNA S. MCKENDRICK, Recorder  
Filed By NAM  
For TOOELE ASSOCIATES L P  
TOOELE COUNTY CORPORATION

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Tooele Associates Limited Partnership, a Washington limited partnership, being the Developer of lots 201 thru 415 (being all lots) in Overlake Estates Subdivision Phase 1C, a subdivision of a part of the Northwest Quarter of Section 16 and the Northeast Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian (such part being more particularly described in attachment A - the boundary descriptions - hereto and incorporated herein by this reference), being in Tooele City, Tooele County, Utah, according to the plat thereof recorded as Entry Number 107635 in Book No. 493, at Page No. 445 of the official Records of the Tooele County Recorder, does declare all such lots are subject to the following covenants, conditions, restrictions, reservations, easements, assessments and liens of this declaration:

### OVERLAKE CC&Rs

#### Table of Contents

- A. SCOPE
  - 1. Purpose
  - 2. Residential Use
  
- B. ARCHITECTURAL CONTROL
  - 3. Review Committee
  - 4. Limits on Changes and Construction
  - 5. Plans
  - 6. Guidelines and Rules
  - 7. Deemed Approvals
  - 8. Waiver
  - 9. No Liability
  
- C. PROPER MAINTENANCE
  - 10. Homes
  - 11. Plantings
  - 12. Mailboxes
  
- D. LIMITS ON USES
  - 13. Legal Activities
  - 14. Erosion Control
  - 15. Vehicle Parking
  - 16. Recreational Vehicle Parking
  - 17. Business Use
  - 18. Model Homes
  - 19. Storage Piles, Rubbish & Trash
  - 20. Heating/Cooling Units
  - 21. Animals/Pets
  - 22. Recreational Equipment
  - 23. Hazardous Materials
  - 24. Annoyance of Neighbors
  - 25. For Sale Signs
  - 26. Political Signs
  - 27. Subdivision or Change of Use

E. HOMEOWNERS' ASSOCIATION

- 28. Organization of Association
- 29. Board of Trustees and Officers
- 30. Rules and Regulations
- 31. No Personal Liability
- 32. Owners are Members
- 33. Voting

F. ASSESSMENTS

- 34. Obligation for Assessments
- 35. Allocations
- 36. Limits on Assessments
- 37. Budgets and Annual Assessments
- 38. Lien
- 39. Personal Obligation
- 40. Purpose of Assessments
- 41. Billing and Collection
- 42. Right to Carry Forward Balances
- 43. Late Charges and Interest

G. ENFORCEMENT

- 44. Enforcement Remedies
- 45. Foreclosure of Lien
- 46. Enforcement by Developer or Association
- 47. Enforcement by an Owner
- 48. Cumulative Remedies
- 49. Rights of Entry
- 50. Attorneys Fees and Costs

H. GENERAL PROVISIONS

- 51. Binding Clause
- 52. Interpretation
- 53. Amendment
- 54. Termination
- 55. Duration
- 56. Retained Rights
- 57. Successor to Developer

I. DEFINITIONS

A. SCOPE

- 1. **Purpose** The purpose of this declaration is to create, promote and maintain the quiet, safe, peaceful and attractive character of residences and neighborhoods in the subdivision, to establish and preserve a harmonious design for the subdivision, to protect and promote property values, and to establish procedures for the enforcement of this declaration.
- 2. **Residential Use** All lots in the subdivision shall be used only for the construction and occupancy of single family residences. No trailer, tent, garage or outbuilding shall be used as a residence. No home or lot shall be subject to time interval ownership.

B. ARCHITECTURAL CONTROL

- 3. **Review Committee** The Association shall establish a Review Committee of one or more persons to review and approve or disapprove proposed plans submitted to it. The members of the Review Committee need not be owners or residents within the Project, and shall be appointed by and subject to removal by the Association. The purpose of the Review Committee shall be to maintain uniformity of architectural and landscaping standards throughout the subdivision and the Project, thereby enhancing the aesthetic and economic value of the Project.

4. **Limits on Changes and Construction** No construction, building, shed, fence, wall, antenna, tower, cooling unit, grading, excavation or addition or alteration of any kind to any structure, shall be commenced, erected, improved or made on any lot in the subdivision until construction plans have been approved by the Review Committee. No changes in or deviations from plans approved by the Review Committee shall be made without the prior written approval of the Review Committee. The Review Committee will base its approval of plans on their consistency with the subdivision and the Project and on the acceptability and harmony of the external design of the proposed construction with respect to topography and grade, quality of materials, size, height and color.
5. **Plans** All plans submitted to the Review Committee shall be in such form as the Review Committee designates. All plans approved by the Review Committee are not deemed to be approved for engineering, design or architectural competence. Further, by its approval, the Review Committee does not assume liability or responsibility for any defect in any structure constructed from such plans.
6. **Guidelines and Rules** The Review Committee may establish and adopt design guidelines and procedural rules and regulations and may amend, supplement or revise them as needed, and shall make copies of the same available to owners upon request.
7. **Deemed Approvals** Failure of the Review Committee to give written approval of submitted plans within thirty (30) days of submittal shall constitute approval of such plans.
8. **Waiver** Approval by the Review Committee of any plans for any work, done or proposed, shall not be deemed to constitute a waiver of any right to reject or withhold approval of similar plans.
9. **No Liability** No member of the Review Committee shall be liable to any person for decisions made or for failure to act in making decisions as a member of the Committee.

**C. PROPER MAINTENANCE**

10. **Homes** Each owner shall maintain the exterior of the dwelling on the owner's lot in good condition and repair (including painting or other finish) and consistent with reasonable standards of the surrounding neighborhood. House exterior painting and decorating, landscaping or outdoor art objects which the Review Committee finds to not be in harmony with the surrounding neighborhood shall be subject to change as directed by the Review Committee. In the event any building or structure is damaged or destroyed, the lot owner must be repaired within a reasonable time period or must demolish and remove it.
11. **Plantings** Each owner of a lot shall keep all shrubs, trees, hedges, grass and plantings on the owner's lot and on the parkstrip(s) abutting such lot neatly trimmed and properly watered, and shall keep such areas free of trash, weeds and other unsightly material.
12. **Mailboxes** Each owner shall maintain the mailbox for the owner's lot to the standard as initially supplied by the Developer.

**D. LIMITS ON USES**

13. **Legal Activities** No activity in the subdivision may be conducted in violation of city, county, state or federal laws. If a conflict exists between such laws and this declaration, the more restrictive shall apply.
14. **Erosion Control** Wells, tunnels, shafts, or mining excavations are not permitted. No landscape) and structures that concentrate or divert the flow of water onto adjacent lots, property or streets are not allowed.
15. **Vehicle Parking** No vehicles shall be parked or stored on any street in the subdivision for a continuous period of more than twenty-four (24) hours. Visitor vehicles shall be parked in the driveway of the dwelling being visited. No vehicle in obvious state of disrepair or disassembly or incapable of moving under its own power may be parked on a street or driveway. Such vehicles must be placed in a garage or on a screened area away from neighborhood view. The screening must be approved by the Review Committee.

- 16. Recreational Vehicle Parking** All recreational vehicles shall be parked inside a garage or in a location screened from the street. The acceptability of the screening must be approved by the Review Committee. No recreational vehicle may be parked on the street for a continuous period of more than twenty-four (24) hours.
- 17. Business Use** Residents shall be permitted to conduct a licensed craft, trade or business that is clearly incidental and secondary to residential use subject to all of the following conditions:
- (a) activity is performed solely by residents of the property;
  - (b) there is no outside storage or exterior indication of the activity;
  - (c) there is no use of heavy equipment or power tools not common to residential neighborhoods;
  - (d) the business does not use or store any hazardous materials;
  - (e) there is no impact or intrusion on neighbors with respect to noise, odor, heat, glare or other pollution;
  - (f) there is no increased demand for on-street parking;
  - (g) no noticeable additional traffic is created in the neighborhood;
  - (h) no sign or other indication of the business is displayed;
  - (i) use of a residence as transient lodging such as a boarding house, "bed and breakfast", or accommodation for travelers is prohibited.
- 18. Model Homes** The provisions in this declaration which prohibit non-residential use of lots and parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by persons engaged in the construction of residential dwellings in the Project or parking incidental to the visiting of such model homes so long as the location of such model homes is approved by the Review Committee. The Review Committee may also permit other areas to be used for parking in connection with the showing of model homes. Any homes constructed as model homes shall cease to be used as model homes at any time the builder thereof is not actively engaged in the construction and sale of single family residences and no home shall be used as a model home for the sale of homes not located in the Project.
- 19. Storage Piles, Rubbish & Trash** Woodpiles or storage piles must be screened from view of neighboring property and the street. All rubbish, trash or garbage must be kept in containers out of view of the neighborhood.
- 20. Heating/Cooling Units** Heating, cooling, air-conditioning units placed outside a dwelling shall be screened or concealed from neighboring properties and streets. All such screening and concealment must be approved by the Review Committee prior to construction. Units must operate at a noise level acceptable to surrounding neighbors.
- 21. Animals/Pets** No animals, livestock, poultry, fish, birds, or reptiles may be bred or kept on any lot except commonly accepted household pets in accordance with city ordinances. No pets may be kept, bred or maintained for any commercial purpose.
- 22. Recreational Equipment** Temporary athletic or recreational devices, backboards, or skate ramps, toys and other play items must be removed from front yards and driveways when not in use. Permanent basketball backboards or other recreational structures are not permitted in any area closer to the street than the front edge of the house. No play or recreational structures are permitted on streets or sidewalks.
- 23. Hazardous Materials** No fuel oil, gasoline, propane or other fuel storage tanks in excess of five gallons may be installed or maintained any lot. No storage of explosives or other chemicals or hazardous materials not common to household use are permitted.
- 24. Annoyance of Neighbors** No noxious or offensive activity is permitted that disturbs neighbors or is an annoyance or nuisance to the neighborhood. No activity will be permitted that creates measurable electromagnetic interference with neighbors. Exterior lighting must have placement and intensity not to interfere with the neighbors' reasonable enjoyment of their property.
- 25. For Sale Signs** Signs used to advertise a lot or home for sale, lease or rent are limited to one per lot and six (6) square feet in size. The Developer or its authorized agents, however, may erect and maintain structures or signs in excess of this restriction to advertise homes, lots or parcels as long as such structures or signs do not unreasonably interfere with a resident's enjoyment of their property.

26. **Political Signs** Temporary political signs are permitted for a two-week period prior to any local, state or federal election but must be removed within two (2) days following the election. Any sign that offends the sensibility of the neighborhood as judged by the Review Committee must be removed immediately.

27. **Subdivision or Change of Use** Without the prior approval of the Review Committee, there shall be:

- (a) no further subdivision of any lot in the subdivision; and
- (b) no transfer or conveyance of any easement in the subdivision; and
- (c) no application for rezoning or variances for any lot in the subdivision.

**E. HOMEOWNERS' ASSOCIATION**

28. **Organization of Association** The Developer shall establish and organize the Association. The Association shall be a non-profit Utah corporation charged with the duties and invested with the powers allowed by law and as set forth in its Articles of Incorporation, its bylaws and this declaration.

29. **Board of Trustees and Officers** The affairs of the Association shall be conducted by the Board and such officers, managers and committees as the Board may appoint from time to time who shall, subject to the direction of the Board, be responsible for the day-to-day operations of the Association.

30. **Rules and Regulations** The Board may cause the Association, from time to time to adopt, amend and repeal rules and regulations for the administration of the Association and the use and enjoyment of common areas or property owned by the Association and to interpret any provision of this declaration. Such rules and regulations shall be known as the Overlake Rules. Upon adoption, the Overlake Rules shall have the same force and effect as if they were set forth in and were part of this declaration.

31. **No Personal Liability** No member of the Board or of any committee of the Association nor any officer, manager or employee of the Association shall be personally liable to any member, owner or any other person (including the Association itself) for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, any manager, any representative or employee of the Association or any committee, committee member or officer of the Association, provided, however, these limitations shall not apply where such act or omission constitutes gross negligence or intentional misconduct.

32. **Owners are Members** Each owner of a lot or parcel which is subject to assessment shall be a member of the Association. Each such membership shall be appurtenant to and may not be separated from ownership of the lot or parcel to which the membership is attributable. Joint ownership or ownership of an undivided interest in any lot or parcel shall not cause there to be more memberships than the number established for purposes of this paragraph 32. Each owner shall have the following number of memberships in the Association:

- (a) Each owner of a lot which is not exempt property shall have one membership for each such lot, and
- (b) Unless otherwise provided in the applicable plat, each owner of an undeveloped parcel or non-residential parcel which is not exempt property shall have one membership for each 10,000 gross square feet of surface area of such parcel.

For purposes of determining the number of memberships held by the owner of a parcel, the gross square footage of the parcel shall be divided by 10,000 and then rounded down to the next whole number and any excess area within the parcel shall not be counted in determining the number of memberships. At such time as a plat is recorded covering all or part of a parcel in the Project, the memberships attributable to the lots created by such plat and the number of memberships held by the owner of the remainder of the unplatted portion of the parcel, if any, shall be determined as set forth above. All memberships attributable to a parcel (as opposed to lots) shall cease when the land area ceases to be a parcel because all of the area in the parcel has been platted or dedicated to the public or

becomes exempt property. Dedication of portions of a parcel for public use or changing portions to exempt property shall reduce the number of memberships attributable to the remainder of the parcel on a fair and equitable basis as determined by the Board. The exercise of the power of eminent domain against a parcel or a substantial portion of a parcel shall result in the reduction of memberships attributable to such parcel for so long as such portion remains exempt property, such reduction in memberships shall be determined by the Board based on the gross square footage taken by eminent domain.

- 33. Voting** The Association shall have the classes of memberships as specified in its bylaws. Voting rights and procedures for exercising voting rights, for transferring memberships in the Association and all other regulations regarding memberships in the Association shall be as may be provided in the Articles or bylaws of the Association or in rules and regulations adopted by the Board.
- F. ASSESSMENTS**
- 34. Obligation for Assessments** Developer, as the original owner of all lots and parcels in the subdivision (other than exempt property) at the time the plat for the subdivision was recorded, hereby covenants and agrees, and each owner, by purchase or acquisition of a lot or parcel in the subdivision (whether or not so expressed in the purchase contract, deed or similar document), is deemed to covenant and agree to pay to the Association assessments and charges assessed by the Association against such lot or parcel (together with late charges, interest, costs and reasonable attorney's fees on delinquent assessments as provided in this declaration).
- 35. Allocations** Costs included in assessments by the Association shall be allocated among the lots and parcels in the Project based on criteria which the Board determines are fair and reasonable and under which all lots and parcels which are relatively similar in location and use, as determined by the Board, are treated uniformly. Some costs may benefit all lots and parcels in the Project while other costs may benefit only a certain neighborhood or portion of the Project. For example, the costs of maintaining a small park within one neighborhood may be allocated mostly to the lots and parcels in that neighborhood while the costs of maintaining landscaping along main roadways might be allocated among all lots and parcels in the Project. The Board may allocate some costs based on one set of criteria and other costs based on a different set of criteria. For example, the Board may allocate costs on criteria such as the number of memberships in the Association, or on the land areas within the assessed lots and parcels, or on the assessed values of lots and parcels for property tax purposes, or on the intensity of use by the benefiting lots and parcels, or on some formula designed to measure the amount and type of use, or other methods. Each year, the Board shall identify in its minutes the criteria and methods it uses to allocate costs for assessment purposes.
- 36. Limits on Assessment** Except for provisions of paragraph 44(a), the assessments against any lot in subdivision 1A purchased directly from a home builder shall not exceed \$1.00 per year for as long as such lot is owned by the same owner. This limitation on assessments shall not apply to any subsequent purchaser from such owner or to any other lot in the project. All other lots in the subdivision (those lots not purchased directly from a home builder) are subject to full assessment.
- 37. Budgets and Annual Assessments** Assessments by the Association shall be made annually based on an annual budget approved by the Board. The budget shall be based on projections of estimated costs according to information readily available to the Board. In addition, special one-time assessments may be made where warranted by the circumstances.
- 38. Lien** Each assessment, together with late charges, interest, costs and reasonable attorney's fees on delinquent assessments, shall be a charge, continuing servitude and lien upon each lot and parcel (and the improvements thereon) against which such assessment is made. Such lien shall be for the benefit of the Association.
- 39. Personal Obligation** In addition to being a charge against a lot or parcel, each such assessment (together with interest, costs and reasonable attorney's fees) shall also be the personal obligation of the owner of such lot or parcel at the time the assessment was due. However, such personal obligation for delinquent assessments shall not pass to the successors in title of such owner, unless expressly assumed by such successors.

40. **Purposes of Assessments** Assessments by the Association can be made against lots and parcels to pay for the costs of:
- (a) repair, maintenance, alteration or re-construction and property taxes of any property in the Project owned by the Association, including, but not limited to, parkstrips, roundabouts, Project entrances, neighborhood entrances, sewer lift stations, landscape areas, parks, open spaces and waterways, drainage areas and water retention areas;
  - (b) purchase, repair, maintenance and operating any equipment acquired or owned by the Association;
  - (c) salaries, wages, payroll taxes and fringe benefits of employees of the Association;
  - (d) supplies and services needed by the Association;
  - (e) fees for accountants, attorneys or other professionals hired by the Association or any committee thereof;
  - (f) obtaining and maintaining liability, fire and casualty insurance;
  - (g) utilities and other public services required by the Association;
  - (h) providing communication or dissemination of information concerning the Project; and
  - (i) indemnification of trustees, officers, employees and agents of the Association.
  - (j) security for the Project;
41. **Billing and Collection** Procedures for billing and collecting assessments shall be determined by the Board.
42. **Right to Carry Forward Balances** The Association shall not be obligated to spend, in any year, all of the sums received by it in such year, whether from assessments or otherwise, and may carry forward as surplus any balances remaining. Further, the Association shall not be obligated to reduce the amount of assessments in a succeeding year if a surplus exists in a prior year.
43. **Late Charges and Interest** Assessments not paid when due shall be subject to a late charge determined by the Board to defray the costs of handling the delinquent payment and shall also bear interest at the rate of eighteen percent (18%) per annum until paid.

**G. ENFORCEMENT**

44. **Enforcement Remedies** Enforcement of provisions of this declaration, including collection of assessments may be accomplished by any lawful means, including, but not limited to, the following:
- (a) an assessment of \$100 per day for each day a violation continues after notice from Association;
  - (b) a proceeding at law or in equity against any person(s) violating or attempting to violate any provision, either to restrain violations or to recover damages;
  - (c) an action at law to recover judgment against the person obligated to pay an assessment;
  - (d) foreclosure of any assessment lien against the lot or parcel under applicable prevailing Utah law relating to foreclosure, deeds of trust and mortgages on real estate (including, where applicable, the right to recover any deficiency) and, if foreclosed as a mortgage, the lot or parcel may be redeemed after foreclosure sale as provided by law.
45. **Foreclosure of Lien** To evidence a lien for sums assessed pursuant to the declaration, the Association or its agent shall prepare a written notice of lien which sets forth the amount of the assessment, the date of assessment, the amount remaining unpaid, the name of the owner of the lot or parcel subject to assessment, and a description of the lot or parcel. Such notice, once signed by a person authorized by the Association, shall be recorded in the office of the County Recorder and a copy mailed to the owner. A single notice of lien may be used for multiple lots and parcels to reduce recording fees. The lien may be foreclosed at any time after recording the notice of lien according to the procedures for exercise of powers of sale under deeds of trust or for foreclosure of mortgages under Utah law or in any other manner permitted by Utah law. Under any such procedures, the owner shall pay all costs and expenses including, but not limited to, recording fees, filing fees, publications costs, court

*Handwritten signature and date: 12/20/98*

costs and reasonable attorney's fees, and all such costs and fees shall be secured by the lien whether or not set forth in the notice of lien.

46. **Enforcement by Developer or Association** So long as the Developer is a member of the Association, the Developer shall have the full power and authority to enforce all provisions of this declaration as provided in paragraph 44, for and on behalf of the Association, including the full power to delegate and substitute another in its place. After the Developer ceases to be a member of the Association, the Association shall have the full power and authority to enforce any provision of this declaration, as provided in paragraph 44, on its own behalf.
47. **Enforcement by an Owner** An owner not at the time in default under this declaration shall have the right at the owner's expense, to enforce the provisions of this declaration by an appropriate action, whether in law or in equity.
48. **Cumulative Remedies** Each remedy provided in this declaration shall be cumulative and not exclusive or exhaustive. Suit to recover a money judgment may be maintained without foreclosure and without waiving the lien securing the same.
49. **Rights of Entry** During reasonable hours and upon reasonable notice to the owner or other occupant of a lot or parcel, any member of the Board or Review Committee, or any authorized representative of either of them, shall have the right to enter upon and inspect any lot or parcel, and the improvements thereon, except for the interior portions of any completed residence, for the purpose of ascertaining whether or not the provisions of this declaration have been, or are being, complied with and such person shall not be deemed guilty of trespass by reason of such entry.
50. **Attorneys Fees and Costs** Any legal costs and expenses, including a reasonable attorney's fees, incurred in enforcing the provisions of this declaration shall be paid by the person against whom such provisions were enforced.

#### H. GENERAL PROVISIONS

51. **Binding Clause** The provisions of this declaration shall run with the land and shall be binding on all owners and on all persons claiming under them.
52. **Interpretation** The Review Committee shall have the exclusive right to interpret provisions of this declaration with its decisions being final, conclusive and binding. Invalidation of any provision of this declaration by court order shall not affect any other provisions, which shall remain in full force and effect.
53. **Amendment** This declaration may be amended as follows:
- (a) For so long as it possesses any Class B membership, Developer shall be entitled to unilaterally amend this declaration, to correct minor errors and omissions, to clarify provisions and to make this declaration consistent with similar declarations for other subdivisions in the Project.
  - (b) The restrictions in Section D "LIMITS ON USES" (paragraphs 13 through 27 inclusive) of this declaration may be amended by any amendment approved in writing by the owners of not less than 75% of the lots in the subdivision at the time of such amendment. All other provisions of this declaration may be amended if approved by the Association and if approved in writing by the owners of not less than 75% of the lots in the subdivision at the time of such amendment.
  - (c) Notwithstanding the foregoing, Developer may at any time amend this declaration to qualify the subdivision with lending institutions until all lots in the subdivision have been improved with residences and sold to an occupant of such residence, which date will be the date upon which a deed conveying the lot is recorded.
  - (d) Each amendment to this declaration shall be recorded in the official Records of the County Recorder of Tooele County, Utah.
  - (e) Developer reserves the right to amend all or any part of this declaration to such an extent and with such language as may be requested by the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association or Federal Home Loan Mortgage



Corporation, or other governmental agency, to further amend to the extent requested by any Federal, state or local government agency which requests such an amendment as a condition precedent to such agency's approval of this declaration; or by and Federally or state-chartered lending institution as a condition precedent to lending funds upon the security of any lot or parcel in the subdivision, or any portion thereof.

54. **Termination** Developer may terminate this declaration at any time that Developer possesses or holds any Class B membership in the Association by signing and filing for record a certificate of termination in the official Records of the Tooele County Recorder.
55. **Duration** This declaration shall continue in full force and effect until fifty (50) years from the date hereof, after which time the same shall be automatically renewed and extended for successive periods of ten (10) years each, unless a certificate of termination is recorded in the official Records of the Tooele County Recorder.
56. **Retained Rights** In addition to any other rights the Developer has reserved under this declaration, Developer retains the following rights with respect to the subdivision and the Project:
- (a) To delegate or transfer any of its rights or powers under this declaration to another person by assignment, transfer, deed or other writing, provided notice of the same is given to the Association. If Developer transfers all of its rights under this declaration to another person, notice of such transfer shall be recorded in the official records of the Tooele County Recorder.
  - (b) To modify the Project as may be required from time to time in the judgment of Developer, to respond to market changes, to preserve financial resources, to generate greater expected profits from future development, or for other reasons.
  - (c) To withdraw undeveloped land from the Project and to plan, develop and improve parcels of undeveloped land as a separate development project, if deemed necessary by Developer.
  - (d) To change the style, size and quality of homes in future portions of the Project to obtain market acceptability and marketability.
  - (e) To transfer its rights without consent of the Association, with such transferee to have the right to continue the Project and to exercise Developer's rights hereunder to the same extent that Developer could exercise such rights.
57. **Successor to Developer** No successor in interest to Developer's rights under the Project and under this declaration shall be liable for any liabilities of Developer or predecessor Developer, except those acknowledged in writing by the successor Developer. This same principle shall apply to any lender which takes over part or all of the Project on foreclosure or by deed in lieu of foreclosure.

**I. DEFINITIONS**

- "Assessment"** means any assessment levied and assessed pursuant to paragraphs 34, 35 and 36 hereof.
- "Association"** means the Overlake Homeowners Association, a Utah non-profit corporation.
- "Board"** means the Board of Trustees of the Association.
- "City"** means the City of Tooele.
- "Declaration"** means this declaration of protective covenants, conditions, restrictions, reservations, easements, assessments and liens as amended or supplemented from time to time.
- "Developer"** means Tooele Associates Limited Partnership, a Washington limited partnership, and its successors and assigns.
- "Exempt Property"** means all land and improvements within the Project:

- (a) owned by or dedicated to and accepted by the United States of America, State of Utah, Tooele County, Tooele City or any political subdivision of any of them for as long as any such entity or political subdivision is the owner thereof and for so long as such ownership or dedication remains effective;
- (b) owned by the Association (for so long as the Association is the owner thereof) including, but not limited to, parkstrips, roundabouts, Project entrances, neighborhood entrances, sewer lift stations, landscape areas, parks, open spaces and water retention areas;
- (c) owned by a church which is exempt from real property taxation by the State of Utah; and
- (d) included within in any golf course, waterway, park or sewage treatment plant.

**"Laws"** means laws, regulations, rulings, and ordinances.

**"Lot"** means:

- (a) Any area of real property within the Project designated as a lot on any recorded plat and limited to either single family residential use or cluster residential use, and
- (b) Any condominium unit within the Project which is limited to residential use.

**"Plans"** means written plans, drawings, sketches, descriptions and specifications.

**"Overlake Rules"** means the rules and regulations adopted by the Association to interpret this declaration and restrict and govern the use of any property owned by the Association.

**"Owner"** means the record holder of legal title to the fee simple interest in any lot or parcel, but excluding those who hold such title merely as security for the performance of an obligation. In the case of a lot or parcel, the fee simple title to which is vested of record in a seller under a valid and outstanding contract of sale, legal title shall be deemed to be in the purchaser under such contract of sale for purposes of this declaration. Where fee simple title to a lot or parcel is vested of record in a trustee under a trust deed, legal title shall be deemed to be in the trustor. An owner shall include any person who holds record title to a lot or parcel in joint ownership with any other person or holds an undivided fee interest in any lot or parcel.

**"Parcel"** means all contiguous areas of real property (except for lots) within the Project which is owned by the same person.

**"Parkstrip"** means the area of each lot between the street pavement and the inside edge of the sidewalk.

**"Person"** means individual, firm, corporation, partnership, limited liability company, association, estate, trust, pension or profit sharing plan, or other entity.

**"Plat"** means a subdivision plat or other instrument which, when recorded, subdivides real property into two or more parts.

**"Project"** means the Overlake Planned Community Project.

**"Recreational Vehicles"** means and includes 3-wheelers, 4-wheelers, motorcycles, wave-runners, snowmobiles, boats, campers, camping trailers, house trailers, trailers used to transport recreational items, and all other motorized recreational items.

**"Review Committee"** means the committee designated by the Association, pursuant to paragraph 3 hereof.

**"Subdivision"** means the subdivision identified at the beginning of this declaration.

**"Vehicle"** means cars, trucks and recreational vehicles.

*Handwritten:* 1/20/12

ATTACHMENT A

**BOUNDARY DESCRIPTION**

A TRACT OF LAND LOCATED WITHIN THE WEST HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.L.B.&M. SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES SOUTH 00°14'42" EAST, (ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16), 1192.52 FEET FROM THE NORTHWEST CORNER OF SECTION 16, A FOUND TOOEELE COUNTY BRASS CAP; RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF OVERLAKE PHASE 1B SUBDIVISION THAT NEXT (11) COURSES; NORTH 89°45'18" EAST, 63.71 FEET; NORTH 89°45'36" EAST, 358.19 FEET; NORTH 63°27'22" EAST, 66.93 FEET; NORTH 89°45'36" EAST, 110.97 FEET; SOUTH 75°11'04" EAST, 101.52 FEET; SOUTH 39°58'48" EAST, 181.01 FEET; SOUTH 36°12'14" EAST, 203.33 FEET; SOUTH 45°15'42" EAST, 189.32 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT-OF-WAY OF DRYSDALE WAY, NORTH 44°44'18" EAST, 97.66 FEET ALONG SAID RIGHT-OF-WAY TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 98°22'30", A RADIUS OF 25.00 FEET (CHORD BEARS SOUTH 86°04'27" EAST 37.84 FEET), THENCE ALONG THE ARC OF SAID CURVE 42.92 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 53°06'47" EAST 66.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03°58'06" A RADIUS OF 2467.00 FEET (CHORD BEARING SOUTH 38°52'16" EAST 170.83 FEET); THENCE ALONG THE ARC OF SAID CURVE 170.87 FEET TO A POINT OF COMPOUND CURVATURE, HAVING A CENTRAL ANGLE OF 37°11'24" A RADIUS OF 467.00 FEET (CHORD BEARING SOUTH 59°27'01" EAST 297.83 FEET), THENCE ALONG THE ARC OF SAID CURVE 303.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 78°02'43" EAST, 120.87 FEET TO A POINT WHICH LIES ON THE EASTERLY RIGHT-OF-WAY OF DEAN AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE NEXT (3) COURSES; SOUTH 11°57'17" WEST, 195.17 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°57'17" A RADIUS OF 470.00 FEET (CHORD BEARING SOUTH 05°58'38" WEST 97.89 FEET); THENCE ALONG THE ARC OF SAID CURVE 98.06 FEET, SOUTH, 348.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00" A RADIUS OF 9.50 FEET (CHORD BEARS SOUTH 45°00'00" EAST, 13.44 FEET), THENCE ALONG THE ARC OF SAID CURVE 14.92 FEET TO A POINT OF NON-TANGENCY, SAID POINT ALSO LIES ON THE NORTHERLY RIGHT-OF-WAY OF 1530 NORTH STREET; THENCE SOUTH, 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 1530 NORTH STREET; THENCE WEST, 15.50 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH, 102.00 FEET; THENCE WEST, 438.50 FEET; THENCE NORTH, 102.00 FEET; THENCE WEST, 99.00 FEET; THENCE SOUTH, 366.48 FEET; THENCE WEST, 596.98 FEET; THENCE NORTH 71°24'09" WEST, 67.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 30°56'34" A RADIUS OF 70.00 FEET (CHORD BEARS SOUTH 29°16'18" WEST 37.34 FEET); THENCE ALONG THE ARC OF SAID CURVE 37.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°44'31" WEST, 75.54 FEET TO A POINT WHICH LIES ON THE NORTHERLY RIGHT-OF-WAY OF CLEMENTE WAY; THENCE SOUTH 45°15'29" EAST, 34.50 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY; THENCE SOUTH 44°44'31" WEST, 66.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CLEMENTE WAY, SAID POINT ALSO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00" A RADIUS OF 14.50 FEET (CHORDS BEARING SOUTH 89°44'31" WEST, 20.51 FEET), THENCE ALONG THE ARC OF SAID CURVE 22.78 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 45°15'29" WEST, 60.00 FEET; THENCE SOUTH 89°45'54" WEST, 345.42 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF 400 WEST STREET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY NORTH 00°14'06" WEST, 349.95 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY NORTH 00°14'42" WEST, 1450.64 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF OVERLAKE PHASE 1B SUBDIVISION; THENCE ALONG THE SAID SOUTHERLY BOUNDARY LINE NORTH 89°45'18" EAST, 62.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 56.40 ACRES MORE OR LESS.

THE BASIS OF BEARING IS SIGHTED BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.L.B.&M. (NORTH 00°14'42" WEST A MEASURED DISTANCE OF 2643.03 FEET). BOTH MONUMENTS BEING FOUND TOOEELE COUNTY BRASS CAPS.

DMR  
4-20-98

IN WITNESS WHEREOF, the Developer, being the owner of lots 201 thru 415 in Overlake Estates Subdivision Phase 1C, has caused its name to be signed by the signature of its duly authorized representative as of the date indicated below.

TOOELE ASSOCIATES LIMITED PARTNERSHIP,  
a Washington limited partnership

4-30-98

Date

By

*Drew Hall*  
Drew Hall, General Partner

STATE OF UTAH )

)

: ss.

COUNTY OF Tooele )

)

The foregoing instrument was acknowledged before me on April 30, 1998, by Drew Hall, as general partner of Tooele Associates Limited Partnership.



[seal]

*Lori Carburn*  
NOTARY PUBLIC