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AMENDED AND
RESTATED
DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR
EAST RIVERWALK, P.U.D.

**After Recording Return To:
 East Riverwalk Homeowners Association, Inc.
 c/o HOA Solutions
 212 E. Crossroads Blvd #511
 Saratoga Springs, UT 84045**

**AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS
 FOR
 EAST RIVERWALK, P.U.D.**

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EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B SNOW REMOVAL PLAN

EXHIBIT C FENCING PLAN²

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST RIVERWALK, P.U.D. (this "Declaration") is made and executed this 10th day of November, 2017, by the East Riverwalk Homeowners Association, Inc., a Utah nonprofit corporation.

RECITALS

A. On June 11, 2010, the Declaration of Covenants, Conditions and Restrictions for East Riverwalk, P.U.D. (the "Original Declaration") was recorded with the Salt Lake County Recorder as Entry No. 10970030 in Book 9832, Pages 6208-6305. The Original Declaration was amended by the Amendment to the Declaration of Covenants, Conditions, and Restrictions for East Riverwalk P.U.D, which was recorded March 22, 2011, as Entry No 11153405 in Book 9912, Pages 7661-7662 ("First Amendment"). The Original Declaration was supplemented by the Supplemental Declaration of Covenants Conditions and Restrictions for East Riverwalk, Parcel 1, Phase 2, which was recorded on October 4, 2011, as Entry No. 11255044 in Book 9955, Pages 4380-4382. The Original Declaration was supplemented by the Supplemental Declaration of Covenants Conditions and Restrictions for East Riverwalk, Parcel 1, Phase 3, which was recorded on November 16, 2012, as Entry No. 11516005 in Book 10078, Pages 1896-1900. The Original Declaration was supplemented by the Supplemental Declaration of Covenants Conditions and Restrictions for East Riverwalk, Parcel 2, Phase 4, which was recorded on June 14, 2013, as Entry No. 11664202 in Book 10149, Pages 7515-7517. The Original Declaration was amended by the Amendment to the Declaration of Covenants, Conditions and Restrictions for East Riverwalk P.U.D, which was recorded on July 22, 2013 as Entry No 11689328 in Book 10161, Pages 7442-7447 ("Second Amendment"). The Original Declaration was supplemented by the Supplemental Declaration of Covenants Conditions and Restrictions for East Riverwalk, Parcel 2, Phase 5, which was recorded on November 20, 2013, as Entry No. 11763405 in Book 10193, Pages 9484-9486. The Original Declaration was supplemented by the Supplemental Declaration of Covenants Conditions and Restrictions for East Riverwalk, Parcel 2, Phase 6 East, which was recorded on January 26, 2015, as Entry No. 11982299 in Book 10291, Pages 2469-2471. The Original Declaration was supplemented by the additional Supplemental Declaration of Covenants Conditions and Restrictions for East Riverwalk, Parcel 2, Phase 6 East, which was recorded on March 6, 2015, as Entry No. 12005871 in Book 10302, Pages 6675-6677. The Original Declaration was supplemented by the Supplemental Declaration of Covenants Conditions and Restrictions for East Riverwalk, Parcel 2, Phase 6 West, which was recorded on April 14, 2015, as Entry No. 12029899 in Book 10314, Pages 5285-5287.

B. This Declaration is adopted by Owners holding at least sixty-seven percent (67%) of the voting interest of the Association to replace and supersede the Original Declaration and any amendments and supplements thereto, to further define the rights of the Association and its Members, and to provide for a general plan for managing the Project; all in furtherance of the Association's efforts to efficiently and economically protect and enhance the value of the Owners' properties and the Project and to create a superior living environment.

C. This Declaration affects the real property located in Salt Lake County, State of Utah, described with particularity on **Exhibit A**, which exhibit is attached hereto and incorporated herein by reference.

D. These covenants, conditions, restrictions, easements and limitations run with the said real property and are binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and inure to the benefit of each Owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

E. The Association is an incorporated homeowners' association pursuant to the Utah Revised Nonprofit Corporation Act. The Association is further subject to Utah's Community Association Act.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Association, acting through its officers, hereby executes this Amended & Restated Declaration of Covenants, Conditions and Restrictions for East Riverwalk, P.U.D., for and on behalf of the Association and all of its Members.

Article I. DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) have the following meanings:

Section 1.01 Additional Property

"Additional Property" means any property that may be annexed into the Project as provided in Article II below.

Section 1.02 Articles of Incorporation or Articles

"Articles of Incorporation" or "Articles" means the Articles of Incorporation for East Riverwalk Homeowners Association, Inc., as amended, on file with the Utah State Division of Corporations and Commercial Code.

Section 1.03 Assessment

"Assessment" means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the terms of this Declaration, the Bylaws or applicable law.

Section 1.04 Association

"Association" means the East Riverwalk Homeowners Association, Inc. The Association administers the affairs of all Lots and real property, within the Project. The Association is a Utah nonprofit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the association or a waiver from renewing corporate status. Every Owner is automatically a Member of the Association. Membership in the Association is appurtenant to the Lot in which the Owner has the necessary interest and is not separated from the Lot to which it appertains. The Board governs the property, business, and affairs of the Association.

Section 1.05 Board of Directors, Board, Board Member

"Board of Directors" or "Board" means the Board of Directors of the Association, as it exists at any given time. Each member of the Board is referred to herein as a "Board Member."

Section 1.06 Bylaws

“Bylaws” means the Amended and Restated Bylaws of East Riverwalk Homeowners Association, Inc. and recorded simultaneously with this Declaration, as they may be amended from time to time.

Section 1.07 Common Areas

“Common Areas” or “Common Area” means the property (including improvements thereon) shown on the subdivision Plats for the Project as Common Area, as such Plats may have been amended by recorded boundary line agreements and lot line adjustments, and all other property owned by the Association for the common use and benefit of the Members. Common Area is owned by the Association. Common Areas include, without limitation, private roadways, curb and gutter, and open space. The Plat contains a dedication of the Common Areas to the Association. The Plat and the Original Declaration, now replaced by this Declaration, act as the conveying deed.

Section 1.08 Common Expenses

“Common Expenses” means all sums which are expended on behalf of all the Owners and all sums which are required by the Board to perform or exercise its functions, duties, or rights under the Project Documents.

Section 1.09 Declaration

“Declaration” means this Amended & Restated Declaration of Covenants, Conditions, and Restrictions for East Riverwalk, P.U.D., as such may be amended from time to time.

Section 1.10 Dwelling

“Dwelling” means a residential unit that is designated and intended for use and occupancy as a residence by a single family.

Section 1.11 Electronic Transmission

“Electronic transmission” or “electronically transmitted” means a process of communication not directly involving the physical transfer of paper that is suitable for the receipt, retention, retrieval, and reproduction of information by the recipient, whether by email, texting, facsimile, or otherwise.

Section 1.12 Improvements

“Improvements” means every structure or improvement of any kind. Improvements include without limitation landscaping required under the Project Documents and any Dwelling, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

Section 1.13 Lot

“Lot” means a subdivided parcel, lot or plot of ground (exclusive of the Common Area) as designated on the Plat. Mechanical equipment, ducts, pipes, and appurtenances located outside the Lot boundaries but designated and designed to serve only the Lot, including the Dwelling thereon, such as air conditioning compressors and other air conditioning apparatus, fixtures and the like, are considered part of the Lot. All pipes, wires, conduits, or other public utility

lines or installations serving only the Lot are considered part of the Lot. Where the context implies, the Dwelling and other Improvements located on the Lot are considered part of the Lot.

Section 1.14 Member

“Member” means an Owner.

Section 1.15 Mortgage

“Mortgage” means any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

Section 1.16 Mortgagee

“Mortgagee” means a holder, insurer or guarantor of a first mortgage on a Dwelling or the beneficiary, insurer or guarantor of a first deed of trust on a Lot.

Section 1.17 Owner

“Owner” means the person or persons owning any Lot (including the holder of a buyer’s interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Lot (including the holder of a vendor’s interest under a land sale contract, unless otherwise stated in the contract). Owner does not include a Mortgagee or a beneficiary or trustee for a deed of trust.

Section 1.18 Plat, Map or Maps

“Plat,” “Plats,” “Map,” or “Maps” mean the subdivision plat, and all amendments and supplements thereto, on file with the Salt Lake County Recorder for the Project.

Section 1.19 Project or Property

“Project” or “Property” means all of the land described in the attached **Exhibit A**.

Section 1.20 Project Documents or Governing Documents

“Project Documents” or “Governing Documents” mean the Amended & Restated Declaration of Covenants, Conditions and Restrictions, Bylaws, Articles of Incorporation, the Plat, Architectural Standards, and Rules and Regulations. The hierarchy of the Project Documents is that set forth in Utah Code Ann. § 57-8a-228.

Section 1.21 Resident

“Resident” means any person living or staying at the Project. This includes, without limitation lessees, tenants, and the Family Members of Owners, tenants, or lessees.

Section 1.22 Rules & Regulations

“Rules & Regulations” means the rules and policies adopted by the Board of Directors.

Article II. PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01 Property Subject

The real property which is, and is to be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Salt Lake County, Utah, and is described on **Exhibit A**.

All of the Property is owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration run with the Property and are binding upon all parties having or acquiring any right, title or interest in such Property or any part thereof and inures to the benefit of the Association and each Owner thereof.

Section 2.02 Additions to Property

(a) Annexation of Additional Property. The Association has the right, with the consent from the Members of the Association, to bring additional property within the scheme of this Declaration as provided in this Article. The consent of the Members required to approve the annexation of additional property is the same percentage required to amend the Declaration and the Plat; however, if Utah law requires a higher percentage to amend the Plat then such higher percentage is the required amount.

(b) Method of Annexation. All or any portion of the Additional Property may be annexed into the Project by recording a supplemental declaration and plat for each additional phase in the Salt Lake County Recorder's Office, Utah. The supplemental declaration subjects the Additional Property to the Declaration. The described property thereupon becomes a part of the Property. Upon the recording of a supplemental declaration and plat for a subsequent phase, Owners of the Additional Property are subject to the same obligations and entitled to the same privileges as apply to the Owners of the Property.

(c) General Plan of Development. Any Additional Property annexed under this Article is to conform to the general plan of development as shown on the Plat, but the plan is not binding on the Association to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(d) Limitation on Number of Lots. There is no limitation on the number of Lots which the Board may annex into the Property or the number of phases by which Additional Property is annexed into the Project, except as may be established by applicable ordinances or requirements of Midvale City. Similarly, there is no limitation on the right of the Board to annex into the Common Area, except as may be established by Midvale City.

Article III. PROPERTY RIGHTS IN LOTS

Section 3.01 Use and Occupancy

Except as otherwise expressly provided in this Declaration or the Bylaws, the Owner of a Lot is entitled to the exclusive use and benefit of such Lot and Dwelling. Each Lot is bound by, and the Owner is to comply with, the Project Documents for the mutual benefit of the Owners.

Section 3.02 Easements Reserved

In addition to the easements shown on the Plat or provided for under this Declaration, under the Bylaws, or by law, the following easements are hereby reserved for the benefit of the Owners and the Association:

(a) Right of Entry. The Association and any person authorized by the Association, upon giving notice pursuant to Article XIV of this Declaration, may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether the Lot is in compliance with this Declaration and Bylaws. No such entry is deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

(b) Utility Easements. The Association or any public utility provider has an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein is to be maintained continuously by the Owner of the Lot in accordance with the terms of the Project Documents, except for those improvements for which a public authority or utility provider is responsible.

Section 3.03 Easements Shown on the Plat

Lots are subject to the easements shown on the Plat.

Article IV. PROPERTY AND USE RIGHTS IN COMMON AREA

Section 4.01 Title to Common Area

Title to the Common Area is held by the Association.

Section 4.02 Member's Right of Enjoyment

(a) The Project will have permanent open spaces and other Common Areas and facilities as designated in the Plat for the benefit of all Owners. Every Member of the Association has a non-exclusive right and easement for the use, benefit, and enjoyment in and to the Common Area and such nonexclusive right and easement is appurtenant to and passes with the title to every Lot, subject to the restrictions herein set forth.

(b) Except as otherwise permitted by the provisions of this Declaration or as later determined by the Board, the Common Area is to be retained in the state of improvement as originally constructed. This includes the structures or improvements designed exclusively for community use, shelters, benches, chairs, other seating facilities, fences, walls, walkways, playground equipment, game facilities, drainage structures, utility structures, grading, or planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the Members of the Association, or the establishment, retention, or preservation of the natural growth or topography of the area, or for aesthetic reasons.

(c) No portion of the Common Area may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

Section 4.03 Nuisance

No noxious or offensive activity may be carried on upon the Common Area nor may anything be done thereon which will become an annoyance or nuisance to the Project.

Section 4.04 Restrictions

The right of each Member of the Association to use the Common Area is subject to the following:

(a) The provisions of this Declaration and any Rules & Regulations adopted by the Association for the safety, care, maintenance, good order, and cleanliness of the Common Area.

(b) The right of the Association to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Area.

(c) The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure.

(d) The right of the Association to suspend the voting rights and the rights to use of the Common Area for any infraction of any of the Project Documents after notice and opportunity for hearing.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; and further subject to the written consent of the transferee or any relevant municipality; provided, however, that no dedication, transfer, mortgage, or determination as to the purposes or as to the conditions thereof, is effective unless sixty-seven percent (67%) of the voting interests of the Association consent to such dedication, transfer, purpose and conditions.

(f) The right of the Association, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person; provided, however, that no such license, right-of-way or easement is unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area.

(g) All of the foregoing rights specified in this Section inure to the benefit of, and are enforceable by, the Association, and its respective successors and assigns, against any Member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Furthermore, the Association has the right to abate summarily and remove any such breach or violation by any Member at the cost and expense of such Member.

Section 4.05 Delegation of Right of Use

Any Member of the Association may delegate its rights to the use and enjoyment of the Common Area to Residents, all subject to such reasonable Rules & Regulations that the Association may adopt. Any duly executed rental agreement automatically conveys rights of use to the Common Area to the Resident. The Owner will have no use of Common Area rights if they are not a

Resident. The Association may adopt further Rules & Regulations regarding the right to use the Common Area as allowed under Utah Code § 57-8a-218(2).

Section 4.06 Compliance with Covenants and Restrictions and Rules and Regulations

Each Owner and Resident must comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Resident must fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area.

Article V. ENCROACHMENTS

Section 5.01 Encroachments

No Lot or Dwelling may encroach upon an adjoining Lot, Dwelling, or the Common Area without the express written consent of the Board. If, however, an encroachment occurs due to the settlement or shifting of a structure or any other reason whatsoever beyond the control of the Board of Directors or any Owner, then, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment arises for the benefit of the Owner, the Owner's heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the structure. Such easement remains in full force and effect so long as the encroachment continues.

Section 5.02 Easements

The conveyance or other disposition of a Lot is deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

Section 5.03 Liability

Nothing in this Article relieves an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat.

Article VI. ARCHITECTURAL CONTROL

Section 6.01 Architectural Review Committee

(a) Unless delegated to a separate committee of Owners, the Board of Directors serves as the Architectural Review Committee ("ARC"). The members of the ARC are referred to as the "ARC Members." If Board Members serve as the ARC Members, each Board Member's term as an ARC Member runs concurrently with the individual Board Member's term. However, the Board may elect to establish the ARC as a separate committee. In such an event, the ARC will consist of no fewer than three (3) members. The term of office for each ARC Member, appointed by the Board, runs for one (1) year unless lengthened or shortened by the Board of Directors at the time of appointment. The Board may appoint any or all of the ARC Members. There is no requirement for non-Board Members to serve on the ARC. The ARC's decisions remain subject to the approval of the Board and the Board may establish the extent of the ARC's

authority at the time the Board establishes the ARC with non-Board Members in the same manner that the Board may establish committees as set forth in the Bylaws.

(b) No Improvement may be commenced, erected, placed, or altered on any Lot until an application and construction plans and specifications, showing the nature, shapes, heights, materials, colors and proposed location of Improvements or changes have been submitted to and approved in writing by the ARC as provided in this Article. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of exterior design with the existing improvements and landscaping and as to location with respect to topography and finished grade elevation.

Section 6.02 Architectural Standards and Guidelines

(a) The Board of Directors may adopt Rules & Regulations governing architectural control of the Project, which may include, without limitation, the design guidelines, standards, and procedures and specific requirements for review and approval of an application. Such Rules & Regulations adopted by the Board to specifically address the architectural controls and design guidelines are referred to herein as the “Architectural Standards and Guidelines,” which may be a section within the Rules & Regulations or a separate, stand-alone document.

(b) The Architectural Standards and Guidelines set forth and implement the provisions of this Declaration and the Bylaws for architectural review and guidelines for architectural design of Dwellings and other Improvements, including, without limitation, solar energy systems, decks, porches, awnings, garages, and storage structures, color schemes, exterior finishes and materials, and similar features which may be used on the Property and landscaping; however, the Architectural Standards and Guidelines may not be in derogation of the minimum standards established by this Declaration, the Bylaws, and Midvale City approvals.

(c) Elevations: Dwellings located within two (2) Lots of each other or directly across the street from one another are required to have different elevations, different roof lines, be different model homes, and different color schemes.

(d) Completion: Once work has commenced on an Improvement, work is to continuously progress to completion. Any breaks in work may not exceed fourteen (14) days.

(e) Midvale Zoning: The Project is located in Midvale City’s Bingham Junction Riverwalk Overlay Zone. All new construction, remodels, alterations, or modifications must comply with the Bingham Junction Riverwalk Overlay Zone requirements and the Project Documents.

Section 6.03 Action by Committee

A majority of the ARC Members have the power to act on behalf of the ARC, without the necessity of a meeting. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the ARC Members consenting thereto.

Section 6.04 Duties

The ARC considers and acts upon the proposals or plans submitted pursuant to this Article.

Section 6.05 ARC Decisions

The ARC, or the Board, will render its approval or denial decision with respect to the proposal within thirty (30) business days after it has received all materials required by it with respect to the application. All decisions will be in writing. If the ARC, or the Board, fails to render its decision of approval or denial in writing within such thirty (30) business days of receiving all materials required by it with respect to the proposal, the application is to be deemed approved. In the event the Board Members do not constitute all of the ARC Members, the Board may require that the ARC submit its decision to the Board within twenty (20) business days after the ARC has received all materials required by it with respect to the application. The Board has the authority to review and supersede the ARC's decision to the extent the Board retained such authority, in writing, when the ARC was established with non-Board Members serving as ARC Members.

Section 6.06 ARC Discretion

The ARC may withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Lot or incompatible with the Architectural Standards and Guidelines. Considerations such as shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Area, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.

Section 6.07 Waiver, Precedent, Estoppel

Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction is not deemed to constitute precedent, waiver or estoppel impairing the Association's, or ARC's, right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

Section 6.08 Appeal

Any Owner adversely impacted by an action of the ARC may appeal such action to the Board of Directors. If, however, the ARC's duties are being carried out by the Board of Directors, then no such right to appeal exists. All appeals and hearings will be conducted in accordance with procedures set forth by the Board by resolution or in the Rules & Regulations.

Section 6.09 Effective Period of Consent

The ARC's approval of any proposal is automatically revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

Section 6.10 Determination and Notice of Noncompliance

(a) Inspection. The ARC, the Board, or any person authorized by the Board, may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted.

(b) Notice of Noncompliance. If the ARC, or the Board, finds that the work was not performed in substantial conformity with the approval granted, or if the ARC, or the Board, finds that the approval required was not obtained, the ARC, or the Board, may notify the Owner in writing of the noncompliance. The notice of noncompliance must specify the particulars of noncompliance and request the Owner to remedy the noncompliance by a specific date.

Section 6.11 Noncompliance

Any construction, alteration, or other work done in violation of this Declaration is deemed to be in noncompliance. Upon receipt of a notice of noncompliance, Owners, at their own cost and expense, must take such action to remove such nonconforming construction, alteration or other work and restore the Lot or Dwelling to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC, or the Board of Directors, or its designee, has the right to enter the Lot and Dwelling, remove the violation, and restore the Lot and Dwelling to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser. All costs incurred by the Association will be an Individual Assessment against the Owner.

Section 6.12 Liability

Neither the Board of Directors, the ARC, nor any Member thereof is liable to any Owner, Resident, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC, or the Board, provided only that the ARC Members or Board Members have, in accordance with the actual knowledge possessed by them, acted in good faith. The ARC and the Board are not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

Section 6.13 Estoppel Certificate

(a) Within fifteen (15) business days after written request is delivered to the Board by an Owner, and upon payment to the Association of a reasonable fee fixed by the Board to cover costs, the Board may provide such Owner with a certificate executed by the chairman, or other authorized Member of the Board certifying with respect to any Lot owned by the Owner, that as of the date thereof either:

- 1) All improvements made or done upon or within such Lot by the Owner that are subject to the requirements of this Article comply with the Declaration and the Bylaws; or
- 2) Such improvements do not comply, in which event the certificate also identifies the non-complying improvements and sets forth with particularity the nature of such noncompliance.

(b) The Owner, Owner's heirs, devisees, successors and assigns are entitled to rely on the certificate with respect to the matters set forth. The certificate is conclusive as between and among the Board, the Association and all Owners and such persons deriving any interest through any of them.

Section 6.14 Fees

The Association may charge a fee for the actual costs incurred for reviewing and approving an application. Costs include those incurred by the Association to retain architects, attorneys, engineers, landscape architects, and other consultants to advise the ARC, or the Board, concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Such fee is to be collectible as an Individual Assessment pursuant to this Declaration.

Section 6.15 Variance

The Board may grant variances to the Architectural Standards and Guidelines. Variances may only be granted if they are reasonably similar in design and appearance to the remainder of the Project. Procedures for variances will be established by Board resolution.

Article VII. ASSESSMENTS

Section 7.01 Covenant for Assessment:

(a) Each Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in the deed or other conveyance, is deemed to have covenanted and agreed to pay the Association the following types of Assessments:

- 1) Annual assessments (the "Annual Assessment") as provided in Section 7.02 below;
- 2) Special assessments ("Special Assessments") as provided in Section 7.05 below;
- 3) Emergency assessments ("Emergency Assessments") as provided in Section 7.06 below;
- 4) Individual assessments ("Individual Assessments") as provided in Section 7.07 below; and
- 5) All other Assessments established and collected as provided in this Article.

(b) No Owner may exempt itself from liability for Assessments by abandonment of any Lot owned by such Owner.

Section 7.02 Annual Budget and Assessment:

(a) Annual Budget. The Board prepares, or causes the preparation of, an annual budget for the Association which provides, without limitation, for the maintenance of the Common Areas and other areas, as defined by policy established by the Board, and for the administration, management and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget continues in effect.

(b) Determination of Annual Assessment:

1) The Board of the Association fixes the amount of the annual assessment ("Annual Assessment") against each Lot for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessment is sent to all Members of the Association at least thirty (30) days in advance of the beginning any assessment period.

2) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, is not deemed a waiver or modification in any respect of the provisions of this article or a release of any Member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period continues until a new Assessment is fixed.

Section 7.03 Apportionment of Assessments

Assessments are apportioned as follows:

(a) Annual, Special and Emergency Assessments. All Lots pay their pro rata share of the Annual Assessment, Special Assessments, and Emergency Assessments commencing upon the date the Lots are made subject to this Declaration. The pro rata share is based upon the total amount of each such assessment divided by the total number of Lots. If an Owner combines Lots, the Owner pays one assessment for each Lot that existed prior to combining the Lots.

(b) Individual Assessments. Individual Assessments are apportioned exclusively against the Lots benefited or to which the expenses are attributable as provided in Section 7.07.

(c) Payment of Assessments. Upon resolution of the Board, installments of Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on a monthly basis. Any Member may prepay one (1) or more installments of any Assessment levied by the Association, without premium or penalty.

Section 7.04 Personal Obligation and Costs of Collection:

(a) Assessments imposed under this Declaration, together with interest at the rate of one and one-half percent (1.5%) per month, compounded monthly, or such other rate to be established by resolution of the Board, late charges, and costs and reasonable attorney fees incurred or expended by the Association in the collection thereof, are the personal obligation of the Owner holding title to any Lot at the time when the Assessment became due. Interest will accrue on all outstanding amounts, including any fines, levied against an Owner's account.

(b) The personal obligation for any delinquent Assessment, together with interest, costs and attorney fees passes to the Owner's successor or successors.

Section 7.05 Special Assessments

In addition to the Annual Assessments authorized in this Article, the Association may levy in any assessment year, a special assessment ("Special Assessment"), applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction,

repair or replacement of the Common Areas; provided, however, that if such assessment is exceeding one hundred percent (100%) of the annual budget, it must first be approved by a majority of the votes of Members of the Association, in accordance with the Bylaw procedures for Member approval.

Section 7.06 Emergency Assessment:

(a) If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board may, as soon as practicable, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies the additional assessment ("Emergency Assessment"). The resolution will specify the reason for the Emergency Assessment.

(b) Any Emergency Assessment in the aggregate in any fiscal year that would exceed an amount equal to one hundred percent (100%) of the budgeted expenses of the Association for the fiscal year may be levied only if approved by a majority of the Owners.

(c) Emergency Assessments are apportioned as provided in this Article.

Section 7.07 Individual Assessments:

(a) Any expenses benefiting or attributable to fewer than all of the Lots may be assessed exclusively against the Lot(s) affected or benefited ("Individual Assessment"). Individual Assessments include, without limitation:

1) Assessments levied against any Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or Rules & Regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any Rules and Regulations of the Association.

2) Any reasonable services provided to an unimproved or vacant Lot by the Association due to an Owner's failure to maintain the same in order to protect the health, safety and welfare of adjoining Lot owners and the Association in general.

3) Fines levied against an Owner or a Lot due to noncompliance with the Project Documents.

4) Any reinvestment fee as provided for in Utah Code Ann. § 57-1-46. The Board may establish a reinvestment fee, which may be no more than one-half of one percent (0.5%) of the value of the burdened property (which includes the Lot, Dwelling, and any other Improvements on the particular property), and which will be due and payable immediately after any sale or other transfer of the burdened property. The Board has the authority to set forth in the Rules & Regulations the date, time for payment, amount, requirements for any information that is required from any transferee of any burdened property upon any sale or transfer, and any other

procedures or requirements related to the reinvestment fee assessment. The reinvestment fee assessment will be due after the transfer.

(i) For purposes of assessing the reinvestment fee, a transfer is any change in the ownership of the burdened property (which includes the Lot, Dwelling, and any other Improvements on the particular property) as reflected in the office of the Salt Lake County Recorder, regardless of whether or not it is pursuant to the sale of a burdened property. If a fee is required, the amount will be set forth by the Board in the Rules & Regulations. The value of the burdened property (including the Lot, Dwelling, and any other Improvements on the particular property) for purposes of this section will be the higher of: (A) the value of the burdened property (including the Lot, Dwelling, and any other Improvements on the particular property) as determined by the property tax assessor on the date of the transfer of title; (B) the purchase price paid for the burdened property (including the Lot, Dwelling, and any other Improvements on the particular property) related to the transfer; or (C) the value of the burdened property (including the Lot, Dwelling, and any other Improvements on the particular property) on the date of the transfer of title as determined in an appraisal that may be obtained (in the discretion of the Board) and paid for by the Association, using an appraiser selected by the transferee of the burdened property (including the Lot, Dwelling, and any other Improvements on the particular property) from a list of ten (10) appraisers selected by the Association.

(ii) All or a portion of the reinvestment fee may be used to pay the Association's costs directly related to the transfer of the burdened property (including the Lot, Dwelling, and any other Improvements on the particular property). The reinvestment fee may not be enforced against: (A) an involuntary transfer; (B) a transfer that results from a court order; (C) a bona fide transfer to a Family Member of the seller within three (3) degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (D) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (E) the transfer of a burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed two hundred fifty dollars (\$250.00). The Association has the authority to record any notice required by law to effectuate this provision and to collect the reinvestment fee.

(iii) The Association has the authority to enact Rules & Regulations that may include: (A) requirements for Owners to provide sales and transfer documents; (B) requirements for the timing of responses to requests such as the selection of the appraiser; (C) default provisions if no selection is made such as allowing the Association to select the appraiser; and (D) other procedural requirements and rules as the Board deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.

Section 7.08 Nonpayment of Assessments

Any assessment or portion thereof not paid within ten (10) days after the due date (which is established by resolution of the Board):

(a) is delinquent and will bear interest from the date of delinquency at the rate set forth in this Declaration or as otherwise established by resolution of the Board;

(b) is subject to a late charge in an amount to be determined by the Board by resolution; and

(c) if paid by installments, the Board may accelerate (including interest as provided for above) the remaining balance for the fiscal year and declare the remaining payments for the fiscal year due and payable.

Section 7.09 Lien for Assessments

Pursuant to Utah Code Ann. § 57-8a-301, all Assessments constitute a continuing lien upon each of the Lots against which the Assessment is made in accordance with the terms and provisions of this Article and are construed as a real covenant running with the land.

Section 7.10 Subordination of Lien to Mortgages:

(a) The lien for Assessments provided for in this Article is subordinate to the lien of any first Mortgagees or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as provided in Subsection (b) of this Section and Utah law.

(b) The sale or transfer of any Lot pursuant to a Mortgage or deed of trust foreclosure will extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. Such sale or transfer through foreclosure will not relieve the Lot from liability for any Assessments thereafter becoming due, or from the lien of any future Assessment. The Association's lien for any unpaid amounts will automatically attach to any excess funds resulting from the sale or transfer through foreclosure.

Section 7.11 Enforcement of Lien

The Association may establish and enforce the lien for any Assessment, including Annual, Special, Emergency, Individual or otherwise, pursuant to the provisions of this Declaration and other Project Documents. The lien is imposed upon the Lot against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges, and attorney fees provided for in this Declaration or by law or awarded by a court for breach of any provisions of the Project Documents. The lien may be foreclosed in the same manner as either deeds of trust, mortgages, or in any other manner permitted by Utah law. The collection remedies stated herein are cumulative and the use of one does not preclude the use of other remedies.

Section 7.12 Collecting Rent from Tenants

If an Owner rents the Dwelling and is delinquent on paying Assessments, the Association may collect rent from the delinquent Owner's tenants, or Residents of the Lot, pursuant to Utah Code Ann. § 57-8a-310.

Section 7.13 Suspension of Voting Rights

The Board has the right to suspend any Owner's right to vote during any period of time that the Owner carries a past due Assessment balance.

Section 7.14 Account Payoff Information

The Association may charge a fee for providing lien payoff information in connection with the closing of an Owner's financing, refinancing, or sale of a Lot (including the Dwelling and any other Improvements on the Lot). The Board may set forth the amount of the fee in the Rules & Regulations, but such fee may not exceed fifty dollars (\$50.00). Unless and until the Board establishes a different amount in the Rules & Regulations, the payoff fee shall be fifty dollars (\$50.00). Within five (5) business days of any complete payoff information request, given the Association in writing, the Association will provide Assessment payoff information needed for the closing. A request for payoff information needed for a closing must: (1) be conveyed in writing; (2) be conveyed to the primary contact person designated by the Association with the Association's registration with the Utah Department of Commerce; (3) contain: (a) the name, telephone number, and address of the person making the request, and (b) the facsimile number or email address for delivery of the payoff information; (4) be accompanied by a written consent for the release of the payoff information: (a) identifying the person requesting the information as a person to whom the payoff information may be released, and (b) signed and dated by the Owner of the Lot for which the payoff information is requested. Each certificate is conclusive in favor of an Owner or person who relies on the written statement in good faith.

Section 7.15 Reserves

The Association will obtain a reserve analysis ("Reserve Analysis") and maintain a reserve fund for the maintenance, repair, and replacement of the Common Area no less frequently than every six (6) years. The Association will review and, if necessary, update a previously conducted Reserve Analysis no less frequently than every three (3) years. The Reserve Analysis will, at a minimum, estimate the need for and appropriate amounts for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas that have a useful life of three (3) years or more. The Reserve Analysis and updates will project a minimum of thirty (30) years into the future. Reserve funds may be collected as part of Annual Assessments or Special Assessments. If required by law, annually, at the annual meeting or at a special meeting of Owners, the Association will present the most recent Reserve Analysis and any updates to the Reserve Analysis, and provide an opportunity for Owners to discuss reserves and to vote on how to fund the reserves and in what amount. The Association will prepare and keep minutes of each meeting held under this section and indicate in the minutes any decision relating to funding a reserve fund.

Article VIII. RESTRICTIONS ON USE

Section 8.01 Use of Lots - Residential Use

Each of the Lots in the Project is limited to residential use only. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions).

Section 8.02 No Obstruction of Common Areas

There will be no obstructions of the Common Areas by the Owners, Residents, and their tenants, guests or invitees without the prior written consent of the Board. The Board may adopt Rules & Regulations prohibiting or limiting the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas.

Nothing may be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing may be altered on, constructed in, or removed from the Common Areas except upon the prior written consent of the Board.

Section 8.03 Cancellation of Insurance, Illegal Activity, Nuisance

Nothing may be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board.

Nothing may be done or kept in or on any Lot, Dwelling, or the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof may be committed by any Owner or any invitee of any Owner, and each Owner will indemnify and hold the Board and the other Owners harmless against all loss resulting from any such damage or waste caused by him/her or his/her invitees.

No noxious, destructive or offensive activity may be carried on in any Lot or in the Common Areas or any part thereof, nor may anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 8.04 Rules and Regulations

No Owner or Resident may violate the Rules & Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner is responsible to advise the Owner's guests and invitees about the Rules & Regulations, and the Owner is responsible for the Owner's guests' and invitees' compliance with the Rules & Regulations.

Section 8.05 Structural Alterations

No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Property or the Improvements located thereon may be made without the prior approval of the Board of Directors. No building, fence, wall, or other structure may be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board of Directors.

Section 8.06 Window Coverings

The Board, in the Rule & Regulations, may require that certain colors and types of window coverings be used. Under no circumstances may any cardboard or tinfoil be used as window coverings in the Project. One sticker per window indicating security services are in use is permitted. No other stickers or non-holiday decorations will be permitted in windows.

Section 8.07 Signs

The Board can regulate signs according to the Rules & Regulations. Unless otherwise set forth in the Rules & Regulations, one security sign, no larger than 12"x12", is permitted to be placed on an Owner's Lot.

Section 8.08 Pets

Pets may be regulated by the Rules & Regulations adopted by the Board of Directors. If a pet owner violates any Rules & Regulations concerning pets, the Board has the express authority to issue citations or levy fines and to collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner or Resident remove the pet from the Property.

Section 8.09 Storage and Parking of Vehicles

All parking spaces are to be used for the purpose of parking operable and licensed motor vehicles and are not to be used as storage facilities. Unless otherwise permitted by the Association in the Rules & Regulations, and except for “customary parking” and “temporary parking” as permitted by this section, no automobiles or other vehicles of any type (including, without limitation, trailers, campers, vans, recreational vehicles, or boats) may be parked, stored, or located within any portion of the Project, including any Lot or Common Area, unless such vehicles are parked wholly inside the garage of a Dwelling with the door closed. Except for the two parking spaces specifically marked on the north end of Castle Point Lane and the two parking spaces marked on the north end of Cider Court, no automobiles or other vehicles of any type may be parked, stored, or located on any private roadway at any time. No automobiles or other vehicles of any type may be parked, stored, or located on any public roadway at any time, except as authorized by the City of Midvale and the State of Utah. “Customary parking” means the parking of operable automobiles, motorcycles, noncommercial trucks and vans within allowed spaces on a Lot. “Temporary parking” means parking of operable vehicles belonging to Owners and Residents and their visitors, including the parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owners and occupants. The Association may adopt Rules & Regulations relating to the parking of vehicles within and in the area of the Project including, without limitation: (1) rules allowing or causing to be removed any vehicles that are improperly parked; (2) restrictions on the type and condition of vehicles in any customary or temporary parking; (3) restrictions on the time period and duration of temporary parking; and (4) the assessment of reasonable fines to Owners who violate the Rules & Regulations or the assessment of reasonable fines to Owners who’s guests violate such Rules & Regulations.

Section 8.10 Aerials, Antennas, and Satellite Dishes

To the extent permissible by applicable law and the Project Documents, aerials, antennas, and satellite dishes are prohibited within the Project, except antennas or satellite dishes designed to receive direct broadcast satellite service or video programming services via multipoint distribution services (“Permitted Devices”). The Board may adopt Rules & Regulations further regulating the size, quantity, and location of installment for any Permitted Devices and further require that any Permitted Devices that are no longer in use be removed from an Owner’s Lot. Unless otherwise set forth in the Rules & Regulations, Permitted Devices must be one (1) meter or less in diameter and attached to the Dwelling.

Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained.

The Board may adopt Rules & Regulations establishing a preferred hierarchy of alternative locations and require screening of all Permitted Devices, so long as such rules do not

unreasonably increase the cost of installation, maintenance, or use of the Permitted Device. Anything to the contrary notwithstanding, no Permitted Device may be located in the Common Area without the express prior written consent of the Board. Permitted Devices may only be installed in, on or within property which an Owner owns or is subject to the Owner's exclusive use.

Section 8.11 Timeshares

Timeshares and time-sharing of Dwellings within the Project is prohibited, and under no circumstances may any Dwelling be owned or used for time sharing, including, without limitation, a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(17), as amended.

Section 8.12 Rentals

Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-Owner Occupancy of a Lot will be governed by this section and procedures adopted as allowed in this section. The entire Lot and Dwelling must be rented. Single room rentals are not permitted. Basement rentals are not permitted.

(a) Definitions. For the purpose of this section:

1) "Non-Owner Occupied" means:

(i) For a Lot owned in whole or in part by an individual or individuals, the Lot is occupied by someone when no individual Owner or Family Member of the Owner occupies the Lot as the individual Owner's or Family Member's primary residence; or

(ii) For a Lot owned entirely by one or more entities or trusts, the Lot is occupied by anyone other than the person for whom the entity or trust was created or a Family Member of that person.

2) "Family Member" means:

(i) The parent, sibling, child, grandparent, or grandchild of an Owner and that Family Member's spouse and/or children; or

(ii) In the case of a Lot owned by a trust or other entity created for estate planning purposes, a person occupying the Lot if the trust or other estate planning entity that owns the Lot was created for the estate of (1) a current Resident of the Lot, or (2) the parent, child, sibling, grandparent, or grandchild of the current Resident of the Lot.

(b) Permissible Non-Owner Occupied Lots. Subject to the requirements in Subsections 8.12(c) and 8.12(d), any Lot may be leased or Non-Owner Occupied.

(c) Permitted Rules. The Board may adopt Rules & Regulations requiring, without limitation: reporting and procedural requirements related to Non-Owner Occupied Lots and the Residents of those Lots, informational forms identifying the contact information for the

Residents of the Non-Owner Occupied Lot, and other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of this Declaration.

(d) Requirements for Non-Owner Occupied Lots. The Owners of Non-Owner Occupied Lots must comply with the following provisions:

1) Any lease or agreement for a Non-Owner Occupied Lot must be in writing, must be for an initial term of at least six (6) months (unless the Board grants a variance in writing for a shorter term due to extenuating circumstances), and will provide as a term of the agreement that the non-Owner Resident will comply with the Project Documents, and that any failure to comply will be a default under the lease or agreement. If any such lease or agreement (whether in writing or not) does not include these provisions, such provisions will nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the non-Owner Residents.

2) A non-Owner Resident may not occupy any Lot for transient, short-term (less than six (6) months), hotel, resort, vacation, or seasonal use (whether for pay or not).

3) Daily and weekly occupation by non-Owner Residents is prohibited (whether for pay or not).

4) If required in the Rules & Regulations or requested by the Board in writing, a copy of any lease or other agreement related to a Resident's stay at a Non-Owner Occupied Lot must be delivered to the Association with the time period provided in the Rule or in the Board's written request.

(e) Exception for Family Members. If only Family Members occupy a Lot, then notwithstanding anything to the contrary herein:

1) Subsections 8.12(d)(1), 8.12(d)(2), and 8.12(d)(3) shall not apply to that occupancy;

2) No written agreement regarding occupancy needs to be created between the Family Member(s) and the Owner; and

3) Any written agreement regarding occupancy, to the extent it exists, may not be requested by the Board until an occupant of the Lot has violated a provision of the Project Documents and, if requested, may only be requested related to remedying or taking action as a result of such a violation.

(f) Joint and Several Liability of Owner and Non-Owner Residents. The Owner of the Lot is responsible for the non-Owner Resident's or any guest's compliance with the Project Documents. The Owner and the non-Owner Resident, or similarly situated individual, are jointly and severally liable for any violation of the Project Documents.

Section 8.13 Utility Service

All lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television, internet and radio signals, are to be contained in

conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Board.

Section 8.14 Temporary Structures, etc.

No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding may be used on any Lot at any time as a residence either temporarily or permanently, unless first expressly approved in writing by the Board.

Section 8.15 Repair of Buildings

No Improvement upon any Lot is permitted to fall into disrepair, and each such Improvement is at all times to be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.16 Subdivision of Lots

No Lot may be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot may be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements may be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions may be null and void. No applications for rezoning, variances, or use permits may be filed without the written approval of the Board and then only if such proposed use is in compliance with this Declaration.

Section 8.17 Drilling Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind is permitted upon any Lot. No oil wells, tunnels, mineral excavations, or shafts are permitted. No derrick or other structure designed for use in drilling for oil or natural gas or water may be erected, maintained or permitted upon any Lot.

Section 8.18 Rubbish and Unsightly Debris, Garbage, etc.

Notwithstanding any other provision in this Declaration, no Owner may allow his or her Lot or Dwelling to become so physically encumbered with rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association.

Section 8.19 Clothes Drying Facilities

Outside clotheslines or other outside facilities for drying or airing clothes may not be erected, placed or maintained on any Lot.

Section 8.20 Front Porches

Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture on the front porch Any outdoor furniture kept on the front porch must be well maintained and in good condition. Front porches may not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

Article IX. ASSOCIATION

Section 9.01 Organization

(a) The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the State of Utah (Utah Code Ann. § 16-6a, as amended from time to time).

(b) The Articles of Incorporation of the Association provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it will automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution will thereupon automatically vest in the successor unincorporated association. Such vesting will thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association will be governed by the Articles of Incorporation and Bylaws (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated association.

(c) The affairs of the Association will be governed by a Board of Directors as provided in the Bylaws.

(d) In compliance with Utah Code Ann. § 57-8a-105, the Association is registered with the state Department of Commerce and will update its registration to keep any required information current as required by law.

Section 9.02 Membership

Each Owner during the entire period of Owner's ownership of one or more Lots within the Project is a Member of the Association. The Membership commences, exists, and continues by virtue of the ownership, and expires automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of Membership.

Section 9.03 Voting Rights

Voting rights within the Association are allocated as follows:

(a) Class A. All Owners are Class A Members. Class A Members are entitled to one vote for each Lot in which the interest required for Membership in the Association is held. In no event, however, may more than one Class A vote exist with respect to any Lot.

(b) Method of Voting. The method of voting is that provided for in the Bylaws.

Section 9.04 Powers, Duties and Obligations

The Association has such powers and duties as may be granted to it or imposed by the Project Documents and any applicable statute, as such statute may be amended to expand the scope of association powers.

Section 9.05 Adoption of Bylaws

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

Article X. ASSOCIATION AND OWNER MAINTENANCE OBLIGATIONS

Section 10.01 Common Area

The Association will improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Area.

Section 10.02 Lots

(a) Owner Responsibility. All maintenance of the Lots, Dwellings and Improvements are the sole responsibility of the Owner thereof, and the Owner will maintain such Lot, Dwelling, and Improvements in accordance with the Project Documents of the Association.

(b) Maintenance by Association. The Board of Directors, after notice and opportunity for hearing, or in the case of an emergency, immediately may assume the maintenance responsibility over a Lot, Dwelling, or Improvement if, in the opinion of the Board of Directors, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, neither the Board nor the Association will be liable for trespass or nuisance, and the Association has the right to levy an Individual Assessment to recover its maintenance costs.

Section 10.03 Snow Removal

Snow removal will be performed in accordance with the plan for the Association's snow removal area set forth in **Exhibit B**. The Association, or any person authorized by the Association, will remove snow from the Common Area asphalt paths. Owners must remove snow from their individual Lots within a reasonable time. The Association may adopt Rules & Regulations to further address an Owner's responsibility as it relates to snow removal.

Section 10.04 Fences

The Association will maintain, repair, and replace the perimeter and open space fencing shown on **Exhibit C**. Owners will maintain, repair, and replace all other fencing, if any, located on each respective Owner's Lot. For any fence that is on the border of at least two Lots and is not maintained by the Association, the Owners of the Lots adjacent to the fence are equally responsible for the costs of maintaining, repairing, and replacing the fence.

Article XI. COMPLIANCE AND ENFORCEMENT

Section 11.01 Compliance

Each Owner or Resident of a Lot will comply with the provisions of this Declaration, the Bylaws and the Rules & Regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith is grounds for an action or suit maintainable by the Association or an aggrieved Owner.

Section 11.02 Remedies

Violation of any provisions of the Project Documents, or of any decision of the Association made pursuant to such documents, gives the Board of Directors acting on behalf of the Association, the right, in addition to any other rights set forth in the Project Documents, or under law, to do, any or all of the following after giving notice, and the Association may levy an Individual Assessment for all costs and attorney fees incurred in pursuing any of these remedies and other remedies available under the Project Documents and Utah law, which remedies are not mutually exclusive:

(a) To enter the Lot as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Directors is not thereby be deemed guilty of any manner of trespass;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board of Directors;

(d) To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred;

(e) To suspend the voting rights and the rights to use of the Common Area for any infraction of any of the Project Documents;

(f) To bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any Rules or Regulations adopted pursuant thereto; or

(g) To collect rent from an Owner's tenants pursuant to Utah Code Ann. § 57-8a-310.

Section 11.03 Action by Owners

Subject to any limitation imposed under the Project Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 11.04 Injunctive Relief

Nothing in this section prevents an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

Section 11.05 Hearing

The Board may, by resolution or in the Rules & Regulations, promulgate procedures for hearings. When a hearing is requested or required, the hearing will be conducted in accordance with procedure set forth in the Board’s resolution on hearings or the Rules & Regulations.

Article XII. INSURANCE

Section 12.01 Types of Insurance Maintained by the Association

The Association has the authority to and will obtain and maintain, to the extent reasonably available, the insurance specified below:

(a) The Board of Directors may adopt General Insurance Rules, Policies and Procedures intended as a guide for Owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners. The Association will obtain the following insurance coverages (“The Association Master Policy”):

- 1) Public Liability. Public liability for the Common Areas and Facilities;
- 2) Common Area. Property, fire and extended hazard for all Common Areas;
- 3) D&O. Directors and officers in not less than one million dollars (\$1,000,000.00); and
- 4) Fidelity Bond. Fidelity bond, in an amount not less than the reserves and operating capital of the association.

Section 12.02 Insurance Company.

The Association will use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

Section 12.03 Minimum Amount of Insurance Coverage.

The limits of each liability insurance policy purchased for the Association will be in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate for bodily injury, death, and property damage. These amounts may be increased by resolution of the Board of Directors.

Section 12.04 Premium as a Common Expense.

The premiums for the Association’s insurance policies constitutes a Common Expense, which premiums include payments for the following policies: general liability, property coverage, directors and officers, and fidelity bond coverage.

Section 12.05 Insurance by Owner.

Each Owner will obtain and maintain the following types of insurance coverages:

- (a) Public Liability Insurance. Each Owner will obtain public liability insurance for his Lot and provide the Association with a Certificate of Insurance upon request;

(b) Casualty and Fire Insurance. Each Owner will obtain a casualty and fire insurance policy for his Dwelling, for the full replacement value of the Dwelling, and will provide the Association with a Certificate of Insurance upon request.

(c) Premium. The insurance premium on the Owner's policies will be paid by the Owner.

(d) Maintenance of Coverage. The Owner will obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

(e) Not a Limitation. The provisions of this Subsection are not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(f) Default. If an Owner fails to maintain the required insurance or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may, but is not obligated to, without further notice, purchase the required insurance and treat the cost as an Individual Assessment.

(g) Contents. The Association Master Policy DOES NOT cover the Dwelling or the personal property of the Owner or Resident such as automobiles, furniture, furnishings, appliances, paintings, pictures, wall hangings, clothing, personal belongings and effects, and other contents, or personal liability.

Section 12.06 Payment of Deductible.

It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy will be paid for by the party (1) who would be liable for the loss, damage, claim, or repair in the absence of insurance, or (2) from whose Lot the causal event originates. In the event of multiple responsible parties, the loss will be allocated in relation to the amount of each party's responsibility to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner will be responsible for the deductible. Each Owner is encouraged to purchase insurance to cover the cost of the deductible as stated above. The association deductible will be ten thousand dollars (\$10,000.00) or less. Sixty (60) days' written notice will be given to Owners in the event the board of Directors elects to increase the deductible in an amount greater than ten thousand dollars (\$10,000.00). Owners will be responsible for the Association deductible despite inadequate insurance personally carried.

Section 12.07 Damages.

Each Owner is responsible for the maintenance of the Owner's Lot, Dwelling, and Improvements and for the repair of any damage he causes to another Lot, Dwelling, Improvements, or the Common Areas.

Section 12.08 Right to Adjust Claims.

The Association has the right, power and authority to adjust claims.

Section 12.09 Use of Insurance Proceeds and Repairs.

Repair of damage will be completed within a reasonable time, and insurance proceeds will be used to repair the covered damage.

Section 12.10 Damage and Destruction of Common Area

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board of Directors, or its agent, will proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Area will be repaired or reconstructed unless at least seventy-five percent (75%) of the Members present at a meeting of the Membership held within ninety (90) days after the casualty is decide not to repair or reconstruct.

(c) If, in accordance with Subsection (b) of this section, the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, then and in that event the damaged Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds is to be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

Section 12.11 Repair and Reconstruction of Common Area

If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors may, without the necessity of a vote of the Members, levy a Special Assessment against all Owners in order to cover the deficiency. If the proceeds of insurance exceed the cost of repair, such excess will be retained by the Association and used for such purposes as the Board of Directors determines.

Section 12.12 Obligation of Lot Owner to Repair and Restore

(a) In the event of any damage or destruction of the Lot, Dwelling, or Improvements located on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, will be applied first to the repair, restoration or replacement of the damaged or destroyed Improvements, including the Dwelling. Any such repair, restoration

or replacement will be done in accordance with the plans and specifications for such Improvements originally approved by the ARC; unless the Owner desires to construct Improvements differing from those so approved, in which event the Owner will submit plans and specifications for the Improvements to the ARC and obtain its approval prior to commencing the repair, restoration or replacement.

(b) If any Owner of an improved Lot fails to maintain the insurance required by this Article, the Association may, but is not obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner will be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

Article XIII. AMENDMENT AND DURATION

Section 13.01 Amendments

(a) Approval Required. Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding at least sixty-seven percent (67%) of the voting interests of the Association.

(b) Execution and Recordation. An amendment is not effective until the amendment is certified by an officer of the Association as being adopted in accordance with this Declaration, is acknowledged, and is recorded in the Recorder's Office of Salt Lake County, Utah.

Article XIV. NOTICE

Section 14.01 Notices

Any notice to be given to an Owner, a Mortgagee, or the Association under the provisions of the Project Documents will be in writing, effective upon delivery, and will be deemed delivered as follows:

(a) Notice to an Owner from the Association.

1) Notice to an Owner will be effective upon the satisfaction of any of the following delivery methods:

(i) By a written notice delivered personally to the Owner, which will be effective upon delivery.

(ii) By a written notice placed in the first-class U. S. mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address has been furnished, then to the street address of such

Owner's Lot. Unless otherwise provided by law, such as provided in Utah Code Ann. § 16-6a-103(4), any notice so deposited in the mail will be deemed effective five (5) days after such deposit.

(iii) By electronic transmission to an Owner which includes:

- (A) An email that is sent to an email address provided by the Owner for the purpose of Association communications or an email sent to an email address from which the Owner has communicated related to Association matters, so long as no indication is received that the email may not have been delivered. Any notice sent by email will be deemed effective when received or five (5) days after it is sent, whichever is first.
- (B) By facsimile (whether to a machine or to an electronic receiving device) to an Owner that is sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile will be deemed effective when received or five (5) days after it is sent, whichever is first.
- (C) By text message to a phone number provided by the Owner for the purpose of Association communications or a phone number from which the Owner has communicated related to Association matters, so long as no indication is received that the text message may not have been delivered. Any notice sent by text message will be deemed effective when received or five (5) days after it is sent, whichever is first.

(iv) By any other method that is fair and reasonable as provided for in the Community Association Act, Utah's Revised Nonprofit Corporation Act, or otherwise provided for by law.

2) Notwithstanding Subsection 1) of this section, the Association will send all notices by U.S. Mail if an Owner, by written demand, demands that the Association send all notices by mail.

3) In the case of co-Owners, notice to one of the co-Owners is effective as notice to all such co-Owners. The Association will not be required to give more than one notice per Lot, whether electronic or not. In case any two (2) co-Owners send conflicting notice demands, notice will be proper if mailed by first-class mail to the Lot.

4) In case posting of a notice on the Lot is permitted, such posting is effective when posted on the front or primary access door to the Dwelling and any such posting may be removed by the Association the sooner of either: (1) two (2) days after the event or action for which notice was given, or (2) ten (10) days after the posting.

(b) Special Notice Prior to Association Entry into a Dwelling.

1) In case of an emergency involving the potential loss of life, the Association's agent or representative may enter the Lot immediately and without any notice.

2) In case of any emergency involving immediate and substantial damage to the Common Areas or to another Lot, before entering a Dwelling the Association will: (1) knock on the door and attempt to obtain permission to enter from a Resident or Owner in the Lot; (2) if no one answers the knocking, loudly identify who is knocking and state that the person identified is going to enter the Dwelling on behalf of the Association, then wait one minute; and (3) where practicable under the circumstances, attempt to call the Owner or any Resident prior to entry to inform them of the entry.

3) If the Association enters a Dwelling or onto a Lot for any purpose permitted in this Declaration other than those identified in the prior two paragraphs, before entering into the Dwelling or onto the Lot, the Association will: (i) give notice to the Owner that an entry is required at least one (1) week in advance with such notice stating: (A) that the Association or its authorized persons will enter upon the Lot; (B) the date and time of the entry; (C) the purpose of entering upon the Lot; (D) a statement that the Owner or Occupant can be present during the time the Association is on the Lot and possibility in the Dwelling; (E) the full names of any person(s) who will be entering onto the Lot, and the phone numbers and addresses of the person(s) entering upon the Lot or of the company for whom the person(s) entering upon the Lot is/are employed for the purpose of entering upon the Lot; (F) any other information the Association deems appropriate to include; and (ii) post the written notice described above on the front door to the Dwelling at least seven (7) days prior to entry upon the Lot.

(c) Notice to a Mortgagee. Notice to a Mortgagee will be delivered by first-class U.S. mail, postage prepaid, to the most recent address furnished by such Mortgagee in writing to the Association for the purpose of notice or, if no such address has been furnished, to any office of the Mortgagee. Any address for a Mortgagee that is found on a document recorded on the title of a Lot will be deemed an office of the Mortgagee. Any notice so deposited in the mail will be deemed effective five (5) days after such deposit.

(d) Notice to Association from an Owner.

1) An Owner's notice to the Association will be effective upon the satisfaction of any of the following delivery methods:

(i) By a written notice delivered personally to the Manager, which will be effective upon delivery.

(ii) By a written notice placed in the first-class U. S. mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail will be deemed effective when received or five (5) days after such deposit, whichever is first.

(iii) By written email correspondence to the Association: (A) that is sent to an email address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (B) that is emailed to an email address from which the Manager or the President of the Association has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered or received. Any notice sent by email will be deemed effective when received or five (5) days after it is sent, whichever is first.

(iv) By facsimile (whether to a machine or to an electronic receiving device) to the Association that is sent to a facsimile number provided by the Association for the purpose of Association communications, and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile will be deemed effective when received or five (5) days after it is sent, whichever is first.

Article XV. MISCELLANEOUS PROVISIONS

Section 15.01 Invalidity; Number; Captions

The invalidity of any part of this Declaration does not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular includes the plural and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and in no way limit any of the provisions of this Declaration.

Section 15.02 Joint Owners

In any case in which two (2) or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration will be a joint and several responsibility and the act or consent of any one (1) or more of such persons constitutes the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them will be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Directors, and the vote or right of consent involved will then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

Section 15.03 Lessees and Other Invitees

Lessees, invitees, contractors, Family Members and other persons entering the Property under rights derived from an Owner must comply with all of the provisions of this Declaration, the Bylaws and Rules and Regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot, Dwelling, and other areas within the Property. The Owner is responsible for obtaining such compliance and is liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

Section 15.04 Nonwaiver

Failure by the Association or any Owner to enforce any covenant or restriction contained in this Declaration is not deemed a waiver of the right to do so thereafter.

Section 15.05 Waiver, Precedent and Estoppel

No restriction, condition, obligation or provision contained in this Declaration or Rules & Regulations adopted pursuant hereto will be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same does not constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.

Section 15.06 Notice of Sale, Mortgage, Rental, or Lease

Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner will promptly inform the Secretary or Manager of the name and address of said grantee, vendee, Mortgagee, lessee, or tenants.

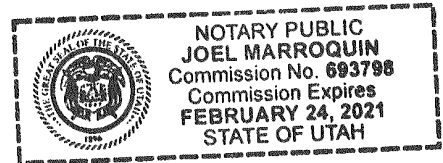
IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers on the 10th day of NOVEMBER, 2017.

EAST RIVERWALK HOMEOWNERS ASSOCIATION, INC:

Jonathan Brett Bolton
By: _____
Its: President

AMY STOVER
By: _____
Its: Secretary

STATE OF UTAH)
 :SS.
County of Salt Lake)



On this 10th day of NOVEMBER, 2017, personally appeared before me AMY KAY STOVER and JONATHAN BOLTON who being by me duly sworn, did say that he/she is President and Secretary of Association, respectively, and authorized to execute this Declaration.

[Signature]
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

Phase 1

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007P at Page 169 in the Salt Lake County Recorder's Office, said portion being more particularly described as follows:

Beginning at a point on the Southerly Boundary Line of said River Walk at Bingham Junction Lot 3 & Open Space Amended, said point being also on the Northerly Right-of-Way Line of River Walk Drive, said point being also N00°18'00"E 510.58 Feet along the Section Line, and West 936.10 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian: and running thence along the Boundary Line of said River Walk at Bingham Junction Lot 3 & Open Space Amended, the following three (3) courses: (1) Northwesterly 212.63 feet along the arc of a 230.00 foot radius curve to the left, chord bears N71°09'33"W 205.14 feet, (2) N12°01'27"W 318.76 feet, (3) West 163.37 feet; thence North 87.00 feet; thence East 3.56 feet; thence North 124.62 feet; thence East 188.00 feet; thence S86°30'15"E 23.39 feet; thence S89°57'00"E 194.57 feet; thence South 135.15 feet; thence East 25.72; thence S00°18'55"W 433.94 feet; thence S25°09'02"W 20.94 feet to the Point of Beginning.

Contains 165,422 SF or 3.798 AC.

Parcel Nos. Phase 1

Lot	Parcel No.		
101	21-23-451-105	115	21-23-476-024
102	21-23-477-020	116	21-23-476-023
103	21-23-477-021	117	21-23-476-022
104	21-23-477-022	118	21-23-477-019
105	21-23-477-024	119	21-23-477-018
106	21-23-477-025	120	21-23-477-017
107	21-23-477-027	Common (ST)	21-23-477-031
108	21-23-477-028	Common	21-23-477-023
109	21-23-477-029	Common	21-23-477-026
110	21-23-476-029	Common	21-23-477-030
111	21-23-476-028	Common	21-23-476-030
112	21-23-476-027	Common	21-23-476-021
113	21-23-476-026	Common	21-23-477-016
114	21-23-476-025	Common	21-23-476-031

Phase 2

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007 P at Page 169 in the Salt Lake County Recorder's Office, said portion being particularly described as follows:

Beginning at a point on the Southerly Boundary Line of said Lot 38 of River Walk at Bingham Junction Lot 3 & Open Space Amended, said point being also N00°18'00"E 887.30 feet, along the Section Line and West 1362.00 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence along the Southerly, Westerly and Northerly Boundary Lines of said Lot 3B at River Walk at Bingham Junction Lot 3 & Open Space Amended, the following three (3) courses: (1) West 199.73 feet, (2) N00°31'16"W 410.75 feet, (3) N89°28'44"E 311.04 feet; thence South 201.93 feet to the Northerly Boundary Line of East Riverwalk, Parcel 1, Phase 1 as shown on the plat recorded in Book 2010P at Page 95 in the Salt Lake County Recorder's Office; thence, along said Northerly and the Westerly Boundary Line of said East Riverwalk, Parcel 1, Phase 1, the following four (4) courses; (1) West 104.00 feet, (2) South 123.07 feet, (3) West 3.56 feet, (4) South 88.55 feet to the Point of Beginning.

Contains 105,097 SF or 2.41 AC.

Parcel Nos. Phase 2

Lot	Parcel No.		
201	21-23-451-151	214	21-23-451-158
202	21-23-451-152	215	21-23-451-162
203	21-23-451-153	216	21-23-451-161
204	21-23-451-154	217	21-23-451-160
205	21-23-451-163	218	21-23-451-159
206	21-23-451-164	219	21-23-451-156
207	21-23-451-165	220	21-23-451-155
208	21-23-451-166	Common	21-23-451-171
209	21-23-451-169	Common	21-23-451-172
210	21-23-451-170	Common	21-23-451-173
211	21-23-451-168	Common	21-23-451-174
212	21-23-451-167	Common	21-23-451-175
213	21-23-451-157		

Phase 3

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007 P at Page 169 in the Salt Lake County Recorder's Office, said portion being particularly described as follows:

Beginning at a point being N00°18'00"E 963.48 feet, along the Section Line, and West 817.91 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence West 135.00 feet; thence North 135.15 feet; thence N89°57'00"W 194.57 feet; thence N86°30'15"W 23.39 feet; thence West 84.00 feet; thence North 201.93 feet; thence N89°28'44"E 480.64 feet; thence S00°18'00"W 208.06 feet; thence N89°57'00"W 42.61 feet; thence South 135.03 feet to the point of Beginning.

Contains: 116,838 SF or 2.68 AC.

Parcel Nos. Phase 3

Lot	Parcel No.		
301	21-23-477-032	315	21-23-477-047
302	21-23-477-033	316	21-23-477-049
303	21-23-477-034	317	21-23-477-048
304	21-23-477-035	318	21-23-477-046
305	21-23-477-036	319	21-23-477-044
306	21-23-477-037	320	21-23-477-045
307	21-23-477-038	321	21-23-476-034
308	21-23-477-039	322	21-23-476-034
309	21-23-477-040	323	21-23-476-035
310	21-23-477-041	Common	21-23-477-052
311	21-23-477-042	Common	21-23-477-053
312	21-23-477-043	Common	21-23-477-054
313	21-23-477-051	Common	21-23-477-055
314	21-23-477-050	Common	21-23-477-056

Phase 4

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007 P at Page 169 in the Salt Lake County Recorder's Office, said portion being particularly described as follows:

Beginning at a point being N00°18'00"E 892.02 feet, along the Section Line, and West 468.99 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and meridian; thence N89°42'00"W 107.02 feet; thence N0°18'00"E 7.00 feet; thence N89°42'00"W 149.01 feet; thence N0°18'27"E 57.12 feet; thence West 92.90 feet; thence North 135.03 feet; thence S89°57'00"E 42.61 feet; thence N0°18'00"E 208.06 feet; thence N89°28'44"E 307.02 feet; thence S0°17'47"W 411.31 feet to the Point of Beginning.

Contains: 126,996 SF or 2.91 AC.

Parcel Nos. Phase 4

Lot	Parcel No.		
401	21-23-477-061	415	21-23-477-065
402	21-23-477-062	416	21-23-477-066
403	21-23-477-069	417	21-23-477-064
404	21-23-477-070	418	21-23-477-063
405	21-23-477-071	419	21-23-477-060
406	21-23-477-072	420	21-23-477-059
407	21-23-477-073	421	21-23-477-058
408	21-23-477-074	422	21-23-477-057
409	21-23-477-075	Common	21-23-476-038
410	21-23-477-076	Common	21-23-477-077
411	21-23-477-068	Common	21-23-477-078
412	21-23-477-067	Common	21-23-477-079
413	21-23-476-037	Common	21-23-477-080
414	21-23-476-036	Common	21-23-477-081

Phase 5

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007 P at Page 169 in the Salt Lake County Recorder's Office, said portion being particularly described as follows:

Beginning at a point being N00°18'00"E 713.02 feet, along the Section Line, and West 468.98 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence N89°42'00"W 87.03 feet; thence N78°23'24"W 20.40 feet; thence N89°42'00"W 98.04 feet; thence S0°18'27"W 67.30 feet; thence N89°41'33"W 51.00 feet; thence 15.83 feet along the arc of a 28.00 foot radius non-tangent curve to the left, chord bears N73°29'33"W 15.62 feet; thence N89°41'06"W 103.21 feet; thence N0°18'55"E 10.00 feet; thence N69°41'06"W 84.00 feet; thence N0°18'55"E 296.94 feet; thence East 202.17 feet; thence S0°18'27"W 57.12 feet thence S89°42'00"E 149.01 feet; thence S0°18'00"W 7.00 feet; thence S89°42'00"E 107.02 feet; thence S0°17'47"W 185.00 feet to the Point of Beginning.

Contains 112,562 SF or 2.58 AC.

Parcel Nos. Phase 5

Lot	Parcel No.				
501	21-23-476-041	511	21-23-476-048	Common (ST)	21-23-476-055
502	21-23-476-042	512	21-23-476-049	Common	21-23-476-040
503	21-23-476-043	513	21-23-477-083	Common	21-23-476-047
504	21-23-476-044	514	21-23-477-084	Common	21-23-476-054
505	21-23-476-045	515	21-23-477-087	Common	21-23-477-082
506	21-23-476-046	516	21-23-477-088	Common	21-23-477-085
507	21-23-476-052	517	21-23-477-093	Common	21-23-477-086
508	21-23-476-053	518	21-23-477-092	Common	21-23-477-089
509	21-23-476-051	519	21-23-477-091		
510	21-23-476-050	520	21-23-477-090		

Phase 6- East

Beginning at a point being N00°18'00"E 308.34 feet, along the Section Line, and West 468.95 feet from the Southeast Corner of Section 23, Township 2 South, range 1 West, Salt Lake Base and Meridian; thence N89°43'55"W 52.75 feet; thence 40.66 feet along the arc of a 30.00 foot radius curve to the right, chord bears N39°58'30"W 117.45 feet; thence 89.25 feet along the arc of a 75.00 foot radius curve to the right, chord bears N33°47'03"W 84.08 feet; thence N00°18'27"E 224.59 feet thence S89°42'00"E 98.04 feet; thence S78°23'24"E 20.40 feet; thence S89°42'00"E 87.03 feet; thence S00°17'47"W 403.39 feet to the Point of Beginning.

Contains: 70,411 SF or 1.62 AC.

Parcel Nos. Phase 6 East

Lot	Parcel No.		
608	21-23-477-095	618	21-23-477-101
609	21-23-477-096	619	21-23-477-100
610	21-23-479-002	620	21-23-477-099
611	21-23-479-003	621	21-23-477-098
612	21-23-479-004	Common (ST)	21-23-479-007
613	21-23-479-005	Common	21-23-477-106
614	21-23-477-105	Common	21-23-479-006
615	21-23-477-104	Common	21-23-479-001
616	21-23-477-103	Common	21-23-477-094
617	21-23-477-102	Common	21-23-477-097

Phase 6- West

Beginning at a point on the Northerly Right-of-Way Line of River Walk Drive, said point being also N00°18'00"E 309.03 feet along the Section Line, and West 616.79 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence N89°43'55"W 8.84 feet; thence 212.33 feet along the arc or a 270.00 foot radius curve to the right, chord bears N67°12'12"W 206.90 feet; thence N44°40'29"W 168.81 feet, to the Easterly Boundary Line of the East Riverwalk, Parcel , Phase 1, as shown on the plat recorded in Book 2010P at Page 95 in the Salt Lake County Recorder's Office; thence, along said Easterly Boundary Line, the following two (2) courses: (1) N25°09'02"E 20.94 feet, (2) N00°18'55"E 137.00 feet; thence S89°41'05"E 84.00 feet; thence S00°18'55"W 10.00 feet; thence S89°41'05"E 103.21 feet; thence 15.83 feet along the arc of a 28.00 foot radius curve to the right chord bears S73°29'33"E 15.62 feet; thence S00°18'27"W 157.29 feet; thence 149.94 feet along the arc of a 126.00 foot radius curve to the left, chord bears S33°47'03"E 141.25 feet; thence 65.40 feet along the arc of a 74.50 foot radius curve to the right, chord bears S42°43'33"E 63.32 feet; thence 28.04 feet along the arc of a 15.00 foot radius curve to the right, chord bears S35°58'45"W 24.13' to the Point of Beginning.

Contains: 60,939 SF or 1.40 AC.

Parcel Nos. Phase 6 West

Lot	Parcel No.
601	21-23-476-059
602	21-23-476-060
603	21-23-476-061
604	21-23-480-003
605	21-23-480-005
606	21-23-480-002
607	21-23-480-004
Common (ST)	21-23-480-007
Common	21-23-476-062
Common	21-23-480-001
Common	21-23-480-006

EXHIBIT B

SNOW REMOVAL PLAN



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Revision	By	Date	Description
1	APR	03/20/19	ISSUE FOR PERMIT
2	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY
3	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY
4	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY
5	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY
6	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY
7	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY
8	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY
9	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY
10	APR	03/20/19	REVISED TO REFLECT COMMENTS FROM THE CITY OF SALT LAKE CITY

Client/Project:
 EAST RIVERWALK LLC
 1099 WEST SOUTH JORDAN PARKWAY
 SOUTH JORDAN, UTAH 84095

Project No:
 168202201

Sheet:
 EX-1

Drawing No:
 EX-1

Scale:
 1" = 50'

North Arrow



LEGEND

- HOA SNOW REMOVAL AREA
- PERIMETER FENCING AND OPEN SPACE FENCING.
- PERIMETER FENCING AND FENCING ALONG TRAIL IN COMMON AREA DEVELOPER - PRIVATE YARD FENCING IN REAR AND SIDE YARDS ONLY TO BE INSTALLED BY THE HOMEOWNER AT THEIR DISCRETION. NO FENCING IS ALLOWED IN FRONT YARDS. PERIMETER FENCING TO ROADWAYS OR DRIVEWAYS SHALL BE 3 FEET IN HEIGHT MAXIMUM.

EXHIBIT C

FENCING PLAN

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Client/Project
 EAST RIVERWALK LLC
 1099 WEST SOUTH JORDAN PARKWAY
 SOUTH JORDAN, UTAH 84095
 EAST RIVERWALK
 7200 SOUTH 700 WEST
 MIDVALE, UTAH

Project No. 16030201
Sheet EX-1
Drawing No. EX-1

Scale 1" = 50'
North [North Arrow]

Revision

No.	Description	Date
1	Issue for Review	04/15/16
2	Issue for Construction	04/15/16

Client/Project
 EAST RIVERWALK LLC
 1099 WEST SOUTH JORDAN PARKWAY
 SOUTH JORDAN, UTAH 84095
 EAST RIVERWALK
 7200 SOUTH 700 WEST
 MIDVALE, UTAH

The
**SNOW REMOVAL
 AND FENCING
 EXHIBIT**



LEGEND

HOA SNOW REMOVAL AREA

PERIMETER FENCING AND OPEN SPACE FENCING.

PERIMETER FENCING AND FENCING ALONG TRAIL IN COMMON AREA DEVELOPER. PRIVATE YARD FENCING IN REAR AND SIDE YARDS ONLY TO BE INSTALLED BY THE HOMEOWNER AT THEIR DISCRETION. NO FENCING IS ALLOWED IN FRONT YARDS. FENCING IN FRONT YARDS TO ROADWAYS OR DRIVEWAYS SHALL BE 3 FEET IN HEIGHT MAXIMUM.