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Davis-Harman Development, LLC
Attn: David R. Harman, Sr.
55 West University Parkway
Orem, UT 84058

ENT 12958:2014 PG 1 of 11
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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS, RESERVATONS AND RESTRICTIONS**

OF

**BONNEVILLE VISTA TOWNHOMES
PLAT "A" & PLAT "B"
(A Commercial Project)
American Fork, Utah**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS, RESERVATONS AND RESTRICTIONS (hereinafter the "**Declaration**") is made as of the 15th day of October, 2013, by DAVIS-HARMAN DEVELOPMENT, LLC, a Utah Limited Liability Company (hereinafter the "**Declarant**").

RECITALS

1. Declarant is the record fee owner of that certain real property (the "Covered Property") situated in American Fork, County of Utah, State of Utah, more particularly described in **Exhibit A**, attached hereto and incorporated by this reference.
2. Declarant intends to develop this property into Fifty-two (52) Townhomes (the "Project"), 20 Townhomes in PLAT "A" and 32 Townhomes in PLAT "B" that will share common areas and maintenance expenses for the common areas. To accomplish this, Declarant desires to establish master protective covenants, conditions, easements, reservations and restrictions upon the Covered Property which will constitute a general plan for the improvement, development, and management of the Project, and for the use, occupancy and enjoyment thereof by those who acquire ownership therein.
3. Declarant is in the process of acquiring property that is adjacent to the Covered Property, and if acquired the adjacent property will become PLAT "C" of the

Project and will be a part of and be subject to the same Declaration, as well as any Supplementary Declaration(s).

- 4. To provide efficient management for the Project and to preserve its value, desirability and attractiveness, Declarant, pursuant to this Declaration, has established Bonneville Vista Homeowners Association, a Utah non-profit corporation (the "Association"), and has delegated and assigned to such Association, through its Board, the powers of managing the Project; of maintaining and administering Common Areas; of administrating and enforcing all covenants, conditions, easements, reservations and restrictions; or collecting and dispersing funds pursuant to the Assessments and charges hereinafter created and referred to; and of performing such other acts as shall generally benefit the Project.
- 5. Declarant will hereafter hold and convey title to all the Covered Property, subject to the protective covenants, conditions, easements, reservations and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of the interests held by Declarant in the Covered Property, as the same may from time to time appear, shall be held and conveyed subject to the following covenants, conditions, easements, reservations and restrictions to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant, Its successors and assigns and to all parties hereafter and owning interests in the Covered Property.

ARTICLE I
DEFINITIONS

When used in this Declaration (including that portion hereof captioned "RECITALS") each of the following terms shall have the meaning indicated:

- 1.01 **Assessment** shall mean and refer to the amount which is to be paid by each Member to the Association for Common Expenses.
- 1.02 **Association** shall mean and refer to the Bonneville Vista Homeowners Association, a Utah non-profit corporation, Its successors and assigns.
- 1.03 **Board** shall mean and refer to the Board of Directors of the Association.
- 1.04 **ByLaws** shall mean and refer to the ByLaws of the Association as set forth and embodied herein.

- 1.05 **Common Expenses** shall mean and refer to the actual and estimated costs of maintenance (including the costs associated with watering the Landscape in the Common Areas and planter strips including those planter strips within the public right of way), management, operation, repair, and replacement of the Common Areas, and all other areas on or adjacent to the Covered Property which are required to be maintained by the Association.
- 1.06 **Covered Property** (also known as Common Area) shall mean and refer to any and all real property, including any personal property thereon which may be owned by or under lease or easement to the Association from time to time for the common use and benefit of the members.
- 1.07 **Improvements** shall mean and refer to any buildings, structures, residences, landscaping and lawns, exterior walkways, parking areas, drives, fences, utility, water lines (whether public or private), sewer lines, lighting, excavations, grading, berms, drainage facilities, wells and all other structures or objects of any kind installed or constructed on the Covered Property.
- 1.08 **Declaration** shall mean and refer to this “Declaration of Protective Covenants, Conditions, Easements, Reservations and Restrictions of Bonneville Vista Homeowners Association.
- 1.09 **Member** shall mean and refer to any person or entity who qualifies for membership in the Association pursuant to the provisions of this Declaration, including Declarant.
- 1.10 **Mortgages** shall mean and refer to any recorded first mortgage or first deed of trust encumbering a Unit.
- 1.11 **Reimbursement Assessment** shall mean and refer to a charge against a particular Owner or his/her Unit for the purpose of reimbursing the Association for costs incurred in bringing the Owner, or his/her Unit into compliance with the provisions of the Declaration.
- 1.12 **Supplemental Development Declaration** shall mean and refer to each declaration or protective covenants, conditions, reservations, restrictions, and easements, and any further supplements thereto, recorded concurrently with any final subdivision plat filed by Declarant with respect to any area of the Project and which may establish more detailed and/or additional improvement, development and/or use restrictions for such area within the Covered Property than are set forth herein.
- 1.13 **Unit** shall mean and refer to each Townhome that is transferred by deed to an individual or entity. In PLAT “A” there are 20 Units planned, which will be numbered 1-20. In PLAT “B” there are 32 Units planned, which will be

numbered 21-52. If there is a PLAT "C" the Units will begin with number 53.

ARTICLE II THE ASSOCIATION

2.01 **Purpose.** With respect to the Project, the Association shall, through its Board, maintain and administer Common Areas (including any area or system adjacent to the Project for which the Association has responsibility); administer architectural control matters; enforce the covenants, conditions, easements, reservations and restrictions set forth in this Declaration; levy and collect Assessments; pay Common Expenses; and, in general, manage the Project in a manner which will protect and enhance the value, desirability and attractiveness of the Project and the quality of the residential environment therein.

2.02 **Membership.** Every owner of a Townhome Unit shall be a Member of the Association and be subject to the terms of this Declaration, any Supplementary Declaration, the Association ByLaws as set forth herein, and any rules promulgated by the Association.

2.03 **Transfer.** An Owner's membership in the Association shall not be transferred or alienated in any way except upon the conveyance or encumbrance of such Owner's Unit and then only to the grantee or mortgagee of such Unit.

ARTICLE III ASSOCIATION BYLAWS

3.01 **Board of Directors: Composition, Election, Vancancies.** The Association, through its Board ("Board"), is responsible for the maintenance of any Common areas, the determination, imposition and collection of Assessments, the enforcement of the provisions of this Declaration and, in general, the preservation of the residential quality and character of the Project to the benefit and general welfare of each person or entity that is an Owner. The Declarant, as the developer of the Project, shall have authority to appoint the members of the Board until such time as 80% of the Project has been developed and sold. Thereafter, the Board shall be elected by the Members of the Association, as outlined in the ByLaws of the Bonneville Vista Homeowners Association. Members of the Board shall serve for a 3 year period as outlined in the ByLaws of the Association.

3.02 **Voting Rights.** All voting rights of Members shall be subject to the restrictions and limitations in this Declaration, any Supplementary Declaration, the Association's ByLaws and any rules promulgated by the Association.

3.03 **Multiple Ownership.** When more than one person owns a portion of the Unit interest required for membership, each such person shall be a Member and the vote of the Unit owned by more than one person shall be exercised as they among themselves determine, but in no event shall more than one vote be cast for each Unit in the Project.

3.04 **Approval of Members.** Member's votes may be cast in person or by proxy designated in writing and filed with the Association. In any matter requiring the consent of Members, but not specifically provided for in this Declaration or any Supplementary Declaration, a simple majority of the voting power of Members entitled to vote on such matters shall suffice whether done at a meeting of Members specifically called or by written consent.

3.05 **Notice of Meetings.** The Secretary of the Association shall mail or deliver to each Owner of record a notice of each annual or special meeting stating the purpose thereof, as well as the time and place at least ten (10) but not more than twenty (20) days prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

ARTICLE IV BOARD OF DIRECTORS

4.01 **General Authority.** A Board of Directors shall have and is hereby granted the following authority and power:

- a) The authority to serve as the officers of the Association and to act for and in behalf of the Association as set forth in the Association ByLaws.
- b) The authority to sue on behalf of the Association and to defend any suits against the Association.
- c) The authority to enter into contracts on behalf of the Association, relating to Common Areas and other matters over which the Association has jurisdiction, so long as any vote or consent of Members necessitated by the subject matter or the Agreement has been obtained.
- d) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out Its functions or to insure that the Project is maintained and used in a manner consistent with the collective interests of the Owners.
- e) The authority to perform any other acts or enter into any other transactions which may be reasonably necessary for the Board to perform Its functions as agent for the Association and the Owners.

4.02 **Rights and Duties.** The Board of Directors shall be responsible to carry out the purposes of the Association.

4.03 **Rules and Regulations.** The Board shall make reasonable rules and regulations governing the maintenance and use of any Common Areas and other matters over which It has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in the Declaration. The Board may also take judicial action against any owner to enforce compliance with such rules and regulations or other obligations and provisions of this Declaration.

4.04 **Indemnification of Board.** Each of the Trustees shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorneys fees reasonably incurred in connection with any proceeding in which such Trustee may become involved by reason of being or having been a member of said Board.

ARTICLE V
ASSESSMENTS

5.01 **Agreement to Pay Assessments.** Declarant, for each Unit owned by Declarant, and each Unit Owner on behalf of the Unit they own, hereby covenant and agree to pay, an annual Assessment for the purposes set forth in this Declaration. The Assessment, together with interest thereon, late charges, reasonable attorney fees and court costs, and any other costs of collection (collectively the “related charges”), shall be a charge on the land and shall be a continuing lien upon the Unit against which the Assessment is made.

5.02 **Purpose of Assessment.** The Assessments levied by the Association shall be used exclusively to promote the purposes of the Association, to promote the comfort, health, interests, safety and welfare of the Members collectively and to pay for Common Expenses.

5.03 **Assessment.** The amount and time of payment of Assessments shall be determined by the Board after giving due consideration to the current maintenance, operational and other costs, and future costs of the Association.

ARTICLE VI
USE RESTRICTIONS

6.01 **Residential Use.** All Units within the Covered Property will be for residential and related purposes only.

6.02 **Maintenance of Units.** All Units and all improvements thereon shall be kept and maintained by the Owner thereof in clean, safe, attractive, and sightly condition and in good repair.

6.03 **General Restrictions and Prohibited Uses.** The following uses and/or activities of or upon the Covered Property are restricted and/or prohibited:

- a) No noxious or offensive activity shall be carried on or shall anything be done or placed on any Unit which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.
- b) Garbage cans shall be set out on the street on the day of pick up only.
- c) The Fire Marshall of American Fork has designated the streets in this development as “fire lanes” and therefore no vehicles are permitted to park on the streets at any time. All owners and renters must park in their own garage, driveway, or other designated space for visitors and/or RV parking.
- d) No inoperable vehicles may be parked in the visitor and/or RV parking areas. Inoperable vehicles, following a warning to the owner, will be towed at the owner’s expense.

ARTICLE VII
GENERAL PROVISIONS

7.01 **Declaration Conflicts.** To the extent the provisions of any Supplemental Declaration is inconsistent with the provisions of this Declaration, the provisions of the instrument imposing the strictest interpretation shall be followed.

7.02 **Enforcement.** The Association, American Fork City, or any Owner, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any supplement thereto.

7.03 **Term.** The provisions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Member, their respective legal representative, heirs, successors, and assigns, for a term of thirty (30) years from the date of the recording of this Declaration and will be automatically renewed for an additional thirty (30) years, and automatically renewed at the conclusion of each thirty (30) year period unless amended, altered or changed by the Members.

7.04 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Covered Property and any Common Areas.

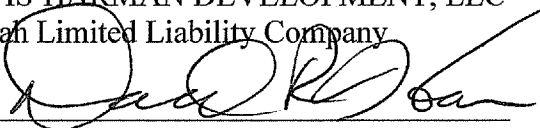
7.05 **Amendments.** On the 10 year anniversary and the 20 year anniversary of the Mast Declaration, a majority of the Members may vote to hold a special meeting to amend the Declaration, which amendments must then be approved by a majority vote, not less than sixty-six and two-thirds percent (66.67%) of Association Members and approval by the city of American Fork. After this Declaration has been in effect for 20 years, it may be amended at any time by the affirmative vote of not less than sixty-six and two-thirds percent (66.67%) of the Members, and approval of any change by the city of American Fork.

7.06 **Effective Date.** This Declaration shall take effect upon recording thereof in the office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF the Declarant has executed this Declaration as of the date first hereinabove set forth.

DECLARANT:

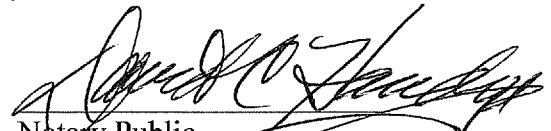
DAVIS-HARMAN DEVELOPMENT, LLC
A Utah Limited Liability Company

BY: 
David R. Harman, Trustee of
DAVID R. HARMAN TRUST, Member

ACKNOWLEDGMENT

STATE OF UTAH)
) : ss.
County of UTAH)

The foregoing instrument was acknowledged before me this day, October 15, 2013, by David R. Harman, in his capacity as Trustee of the DAVID R. HARMAN TRUST, which Trust is a Member of DAVIS-HARMAN DEVELOPMENT, LLC, and is signing on behalf of DAVIS-HARMAN DEVELOPMENT, LLC.


Notary Public

My Commission Expires: 04-15-2015
I reside at: 168 W. 620 S., Orem, UT 84058

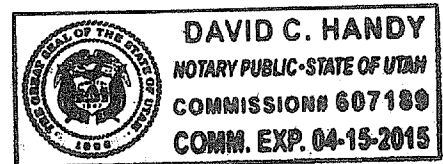


EXHIBIT "A"

to

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS, RESERVATONS AND RESTRICTIONS**

OF

**BONNEVILLE VISTA TOWNHOMES
PLAT "A" & PLAT "B"
(A Commercial Project)
American Fork, Utah**

PLAT "A"
Legal Description for APN: 14:022:0238

Commencing 6.95 chains East and 9 chains South from the Northwest corner of the Northwest Quarter of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 9.424 chains; thence East 1.515 chains; thence North 9.424 chains; thence West 1.515 chains to the point of beginning.

Less and Excepting therefrom:

Beginning at a point on the South line of Main Street, American Fork, Utah, said point being North 89 degrees 32' 54" East 229.69 feet along the Section line and South 580.97 feet from the Northwest Corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 89 degrees 28' 58" East 231.10 feet along said South line; thence South 1 degree 47' 57" East 331.09 feet along a fence line; thence South 88 degrees 40' 54" West 10.42 feet along a fence line; thence South 0 degrees 47' 48" East 323.48 feet along a fence line; thence South 88 degrees 19' 23" West 223.09 feet along a fence line; thence North 1 degree 48' 52" West 88.33 feet along a fence line; thence North 88 degrees 24' 37" East 5.81 feet along a fence line; thence North 1 degree 33' 12" West 575.00 feet along a fence line to the point of beginning.

Less and Excepting Well Right #55-640

Subject to:

Boundary Line Agreement recorded on March 31, 1999, as Entry No. 37210, in Book 5030, at Page 605 of official records which reads: Beginning at a point on the West line of 1100 East Street, American Fork, which point lies North 89°32'54" East 1052.58 feet, along the Section line and South 1218.40 feet from the Northwest corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and thence South 89°46'35" West 587.74 feet along a fence; thence South 0°47'48" East 23.47 feet along a fence; thence South 88°19'23" West 223.09 feet along a fence; thence South 1°44'05" East 147.50 feet along a fence; thence South 1°11'33" East 181.45 feet along a fence; thence South 0°30'38" East 226.89 feet along a fence; thence South 77°38'17" East 132.53 feet along a fence; thence South 76°53'14" East 80.35 feet along a fence; thence North 64°57'00" East 32.92 feet along a fence; thence North 0°50'06" West 256.95 feet along a fence; thence South 89°41'28" East 562.91 feet along a fence to the West line of said 1100 East Street; thence North 0°21'27" East 155.87 feet along said street; thence North 0°31'45" East 33.66 feet along said street; thence North 0°42'84" East 177.37 feet along said street to the point of beginning

PLAT "B"
Legal Description for APN: 14:022:0241

Beginning at a point on the South line of Main Street, American Fork, Utah, said point being North $89^{\circ}32'54''$ East 229.69 feet along the Section line and South 580.97 feet from the Northwest corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South $89^{\circ}28'58''$ East 231.10 feet along said South line; thence South $01^{\circ}47'57''$ East 331.09 feet along a fence line; thence South $88^{\circ}40'54''$ West 10.42 feet along a fence line; thence South $00^{\circ}47'48''$ East 323.48 feet along a fence line; thence South $88^{\circ}19'23''$ West 223.09 feet along a fence line; thence North $01^{\circ}48'52''$ West 88.33 feet along a fence line; thence North $88^{\circ}24'37''$ East 5.81 feet along a fence line; thence North $01^{\circ}33'12''$ West 575.00 feet along a fence line to the point of beginning.