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RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 23 P.

When Recorded Mail to:
Mountain Title, LLC
64 East 6400 South, Suite 120
Salt Lake City, Utah 84107

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR
THE RESERVE**

THIS DECLARATION is made this 4 day of October, 2019 (this “**Declaration**”), by Mountain Title, LLC, a Utah limited liability company, hereinafter referred to as “**Declarant**” and Rhett Olsen and Kristyn Olsen (together, “**Olsen**”).

RECITALS

WHEREAS THE RESERVE is an area of unique natural beauty, featuring distinctive terrain; and

WHEREAS by subjecting THE RESERVE to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on those portions of THE RESERVE, subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein;

WHEREAS Declarant is the owner of the real property described on Exhibit A-1 attached hereto;

WHEREAS, Olsen is the owner of the real property described on Exhibit A-2 (being the proposed Lot 102 of the proposed The Reserve Subdivision); and

WHEREAS this Declaration shall apply to the Property and to such additional lands as may be hereafter subject to this Declaration in the manner set forth below in Article II.

NOW, THEREFORE, Declarant hereby declares that THE RESERVE is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitude. That said covenants, conditions, restrictions and equitable servitude are in furtherance of, and the same shall constitute, a general plan for the ownership, improvement, sale, use and occupancy of THE RESERVE that they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the recitals. This Declaration shall run with the Property and shall inure to the benefit of and be binding upon every part thereof and every interest therein. Further this Declaration shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors in interest and each owner and its successors in interest.

This Declaration shall be recorded and may be enforced as provided for herein.

ARTICLE I DEFINITIONS

Section 1.1 When used in this Declaration (including in the portion hereof entitled “**Recitals**”), each of the following terms shall have the meaning indicated.

(a) **Additional Road Lot** shall mean Lot 101 and/or Lot 102, in the event that Lot 101 and/or Lot 102 obtain direct access to the Private Road, then such Lot shall be included in the definition of Road Lot.

(b) **Architectural Review Committee** shall mean the committee created pursuant to Article VIII hereof.

(c) **Articles of Incorporation** shall mean and refer to the Articles of Incorporation of The Reserve Homeowners Association, Inc. on file or to be filed with the Utah Department of Commerce and as may be amended from time to time.

(d) **Assessment** shall mean and refer to any amount imposed upon, assessed or charged an Owner or Lot.

(e) **Association** shall mean and refer to The Reserve Homeowners Association, Inc., a Utah non-profit corporation.

(f) **Beneficiary** shall mean a mortgagee under a mortgage, a beneficiary under a deed of trust, or a seller under a title-retaining contract, as the case may be.

(g) **Board of Trustees** shall mean and refer to the governing board of the Association commonly referred to as the Board of Directors.

(h) **Bylaws** shall mean and refer to the Bylaws of the Association.

(i) **Common Expenses** shall mean expenses growing out of or connected with the maintenance and operation of the Association, including among other things, its expenses of management; taxes and special assessments levied by governmental authorities; premiums for all insurance which the Association is required or permitted to maintain; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Board of Trustees for the benefit of the Owners under or by reason of this Declaration, excluding, however, any Private Road Expenses.

(j) **Declarant** shall mean Mountain Title, LLC, a Utah limited liability company.

(k) **Declaration** shall mean this instrument as it may be amended from time to time.

(l) **Deed of Trust** shall mean a mortgage, a deed of trust, or a title-retaining contract, as the case may be, granted on a Lot to secure the payment of a debt.

(m) **Default Assessment** shall mean and refer to any amount imposed upon, assessed, or charged an individual Owner pursuant to the Governing Documents for failure to perform an obligation under the Governing Documents or because the Association has incurred an expense on behalf of the Owner.

(n) **Development Agreement** shall mean the Development Agreement entered into April 10, 2018, by and between MD&L, LC, a Utah limited liability company and West Valley City, Utah, recorded as Entry No 12769628, Book 10673, Pages 1938-1943.

(o) **Eligible Votes** shall mean and refer to those votes available to be cast on any issue before the Association or the Board of Trustees. A vote which is for any reason suspended is not an eligible vote.

(p) **Exterior Materials** shall mean stone, cultured stone, rock, backer-board, hardy board, stucco, metal, brick, or other similar materials but shall not mean cinder block or aluminum siding. Exterior residence materials shall be of a noncombustible material.

(q) **Improvement** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

(r) **Individual Charge** shall mean and refer to a charge levied against an Owner or Permittee for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment. Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Person including:

- i. The cost to repair any damage to any portion of the Property caused by the such Person; or
- ii. The cost to satisfy any expense to any other Owner or to the Association due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Governing Documents; or
- iii. Any fines or other individual monetary charges. While Individual Charges are not Assessments, they are secured by a lien in the same manner as Assessments, as set forth below. The Association also shall have all other remedies, both legal and equitable, described in the Governing Documents available against any Owner for nonpayment.

(s) **Lot** shall mean any unit of land that is designated on any recorded Subdivision Plat of THE RESERVE, excluding land dedicated to West Valley City.

(t) **Member**, unless the context clearly requires otherwise, shall mean and refer to the Owner of a Lot, whether or not constructed, and whether or not the Owner resides at the Lot, being thereby entitled to vote and otherwise participate in decisions made by the Association and which parties shall constitute the Owners, each of whom is obligated, by virtue of his ownership, to be a member of the Association.

(u) **Mortgage** shall mean any mortgage deed of trust or title retaining contract granted on a Lot to secure the payment of a debt.

(v) **Notice and Hearing** shall mean ten (10) days written notice given and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

(w) **Owner** shall mean (1) the person or persons, including Declarant and, holding an aggregate fee simple interest in a Lot or, as the case may be, (2) the purchaser of an aggregate fee simple interest in a Lot.

(x) **Period of Declarant's Control** shall and refer to the period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) thirty (30) days after the date of closing on the sale of the last Lot; (b) six (6) years from the date of recording the Declaration; or (c) the Declarant executes and records a written waiver of its right to control.

(y) **Permittee** shall mean a guest, tenant, renter, lessee and non-occupant residents.

(z) **Person** shall mean a natural individual or any other entity with the legal right to hold title to real property.

(aa) **Plans and Specifications** shall mean any and all documents designed to guide or control the construction, or alterations, or improvements, or other proposal in question, including but not limited to documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

(bb) **Private Road** shall mean the Private Right-of-Way and Access Easement as set forth on the recorded plat for THE RESERVE Subdivision.

(cc) **Private Road Expenses** shall mean expenses incurred by the Board of Trustees or the Association pursuant to its performance of the obligations under Section 5.3 and Section 5.4.

(dd) **Property** shall mean and refer to all of the land or real estate referred to in Exhibit A-1 and Exhibit A-2, and shall also include all Improvements and appurtenances comprising the project submitted to this Declaration.

(ee) **Record, Recorded, and Recordation** shall mean, with respect to any document, the recordation of such document in the office of the Recorder of Salt Lake County.

(ff) **Road Lots** shall mean Lots 103 – 108 and any Additional Road Lots.

(gg) **Rules** shall mean and refer to the rules, resolutions, and/or regulations adopted by the Board of Trustees.

(hh) **Subdivision** shall mean a parcel of land, which has been shown on a final and recorded subdivision plat consisting of two or more lots.

(ii) **THE RESERVE** shall mean The Reserve Subdivision.

(jj) **Total Votes of the Association** shall mean and refer to the total number of votes appertaining to all Lots at The Reserve.

(kk) **Trustee** shall mean and refer to each voting member of the Board of Trustees of the Association.

ARTICLE II SUBJECTION OF LAND TO THIS DECLARATION

Section 2.1 Declarant may at any time and from time to time subject additional real property to the provisions of this Declaration in accordance with the procedures set out in this Article II. Upon the recording of a Notice of Addition of Real Property containing the provisions set forth below in this Article, the covenants, conditions, restrictions and equitable servitude's contained in this Declaration shall apply to such additional real property in the same manner as to the real property originally subject to this Declaration and thereafter, the rights, privileges, duties and liabilities of all persons subject to this Declaration shall be the same with respect to all additional real property, as with respect to all additional real property, as with respect to the property originally covered by this Declaration.

Section 2.2 The Notice of Addition of Real Property referred to herein above shall contain the following provisions:

- (a) Reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded.
- (b) Statement that the provisions of this Declaration shall apply to the additional real property as set forth herein.
- (c) Complete adequate legal description of the additional real property; and
- (d) Declarant's written consent.

ARTICLE III BASIC BUILDING RESTRICTIONS

Section 3.1 Use of Property and Timeliness of Construction. Each Lot shall be used solely for single-family residential purposes. Lot purchasers shall commence construction within 12 months of closing, with construction to be completed within 24 months of closing. The maximum number of single-family detached homes shall be 8.

Section 3.2 Architectural Review Committee Approval. The Plans and Specifications, including the location of all improvements must be approved in writing by the Architectural Review Committee prior to commencement of any construction in accordance with and subject to the provisions of Article VIII hereof.

Section 3.3 Property Line Setbacks. Any structures to be constructed on a Lot shall comply with city-required setbacks.

Section 3.4 Development Standards. All improvements must comply with the zoning codes, ordinances and architectural design guidelines of West Valley City, Utah.

Section 3.5 Lighting. Any lighting mounted on a building, on the ground, in trees, or on site walls for general, area, or security illumination shall be subject to the following:

- (a) Building mounted lighting must be directed downward away from adjacent lots, streets.
- (b) All exterior lighting must provide shielding of light sources. Bare bulbs or lamps are not permitted.
- (c) All exterior light sources including LED, Incandescent or other lamps shall have a maximum of 75 watts except with express approval from the Architectural Review Committee.

Section 3.6 Driveways and Parking. Each Lot shall contain parking space within the Lot for at least three automobiles in an enclosed garage. Driveways must comply with the guidelines on Exhibit B attached hereto. Three additional parking spaces must be provided, within the hardscape plan, to accommodate guest parking. No on-street parking, beyond occasional temporary visitors will be permitted at THE RESERVE. No non-licensed or non-working vehicles, trailers, boats, RVs, ATVs, UTVs, or otherwise, will be parked (other than short term for prep to use) on the Lot in view from the street or the neighboring property.

Section 3.7 Accessory buildings. All accessory buildings shall be architecturally compatible with the residence as to design and materials, and shall be approved prior to construction by the Architectural Review Committee. No accessory building will be approved within 25 feet of 5450 West on the Lot with side yard. No access to the rear yard of Lots 103 and 104 from 5450 West.

Section 3.8 Temporary Structures. No trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any property without the prior approval of the Architectural Review Committee and if needed by West Valley City, except that temporary structures necessary for storage of tools and equipment and for office space for architects, sales personnel, builders and foremen during actual construction may be maintained with the prior approval of the Architectural Review Committee and West Valley City, with such approval to include the nature, size and location of such structure.

Section 3.9 Landscaping and Fencing. See Article VII of these Covenants, Conditions and Restrictions.

Section 3.10 Construction Time Requirement. No construction shall commence until such time as West Valley City has issued permits, laterals and utilities have been located and approval has been received from the Architectural Review Committee. All work of construction shall be prosecuted diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced.

Section 3.11 New Construction. All dwelling units shall be of new construction. No other building (including but not limited to playhouses, and storage sheds) may be moved onto a Lot without the prior written approval of the Architectural Review Committee.

Section 3.12 Storage of Building Materials. No building materials shall be stored on any Lot except temporarily during construction of an improvement or its alteration, renovation or remodeling, and then only when a building permit is in force. Placement of a dumpster during construction is required by West Valley City.

Section 3.13 Occupancy During Construction. No improved structure (See Section 1.08) shall be occupied in the course of original construction until the appropriate governmental authorities have issued all required certificates of occupancy. All work of construction shall be prosecuted diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced. Retaining walls and other walls not directly supporting a building structure shall not exceed 4 feet in height, measured from the lowest natural grade adjacent to the wall.

Section 3.14 Construction Activities.

(a) This Declaration shall not be construed so as to unreasonably interfere with, or prevent normal construction of improvements by any Owner, provided that when completed such improvements shall in all ways conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such initial construction. Such waiver may, but need not, be recorded or in recordable form.

(b) No parking or construction material is permitted on or in front of neighboring Lots. Gravel area may be required on a Lot for construction parking.

(c) All construction sites shall be managed carefully with cleanliness in mind. Any recurring nuisance or debris will be removed by the Architectural Review Committee using the Deposit to pay for charges incurred. All sites will:

- i. Remain organized, clean and free of debris. No trash shall leave the jobsite. Material not secured on site or in receptacle is likely to cause nuisance.

- ii. Have Builders manage mud control and address when material from their site is spread into the road.
- iii. Carefully manage concrete washout and have a designated location onsite.

ARTICLE IV UTILITIES

Section 4.1 To Be Underground. Each Lot shall be and is hereby made subject to all easements that now or in the future may be used for gas, electric, telephone, cable television, water, sewer, and other lines present or in the future, as are necessary to provide utility services to said Lot, adjoining Lots, and the improvements thereon. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public governmental or quasi-governmental entity for such purposes. Subsequent to date of execution of the Declaration, any necessary electrical, telephone, gas, water, sewer, cable television, and other utility conduits, lines and pipes on any Lot shall be placed underground. No transformer, or electric, gases, waters or other meter or device of any type, or any other apparatus shall be located on any pole. All such installations shall be subject to the prior written approval of the Architectural Review Committee.

Section 4.2 Exterior Equipment and Satellite Dishes. All exterior mechanical, electrical, and other utility equipment such as air conditioning units, metering devices, transformers, natural gas service lines, and the like shall be completely screened from public view and adjacent homes. Wall-mounted utilities shall be screened using landscaping or materials similar to the exterior walls. Satellite dishes are permitted in an area of the site that is not visible from the road. Satellite dishes are permitted only when 30" or less in diameter. All satellite dishes shall be painted to match adjacent exterior walls, cannot be visible from the street and must be located in inconspicuous areas to the fullest extent practical. Roof mount and/or post mount on site can be submitted with final building plans or the location must be subsequently submitted to the Architectural Review Committee for approval prior to placement.

Section 4.3 Solar and Energy. All solar applications must be specifically approved by the ARC for each Applicant. Solar applications may be allowable when they are completely integrated in the architectural design of the residence and their introduction does not detract from the visual integrity of the building or surrounding site. Wind generators are prohibited. Technology must be replaced with the same or latest comparable technology. Any significant deviation, visual or otherwise, from those technologies that were originally approved by the Architectural Review Committee must be presented for review and approval.

Section 4.4 Rules and Regulations. Each Owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental and quasi-governmental entities, which supply any of the services, mentioned in Section 4.1 above.

Section 4.5 Street Lighting. N/A

Section 4.6 Culinary Water Service Laterals and Sanitary Sewer Service Laterals. The Owner of each Lot shall own the culinary water service lateral extending from the Granger Hunter Improvement District water meter to the Owner's Lot, and the sanitary sewer

service lateral extending either from the Granger-Hunter Improvement District sewer main line or from the commonly-owned sewer main line running in the Private Road as defined in Section 5.2 herein, as the case may be, to the Owner's Lot, as shown on the Utility Plan attached hereto as Exhibit C and incorporated by reference herein, and each said Owner shall at all times be solely responsible for the maintenance, repair and replacement of is water service lateral and sewer service lateral at the Owner's sole cost and expense. It is understood that Granger-Hunter Improvement District, shall have no ownership interest in nor any responsibility whatsoever, for the maintenance, repair and/or replacement of any such culinary water service lateral or sanitary sewer service lateral.

ARTICLE V BOARD OF TRUSTEES; ASSESSMENTS; VOTING RIGHTS

Section 5.1 Board of Trustees. The business, property and affairs of the Association shall be managed by a Board of Trustees composed of three (3) Owners elected by the Association's Members as provided in the Bylaws. In the event a Board of Trustees seat is vacant, the remaining Board of Trustees members shall elect a replacement as provided in the Bylaws.

Section 5.2 Trustees Rights and Obligations. The Board of Trustees may exercise any right or privilege given to it expressly by this Declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The Board of Trustees shall have the rights and obligations set forth in the Bylaws.

Section 5.3 Private Road Maintenance. Subject to the rights, power and authority of the Association, the Board of Trustees shall be responsible for the management, control, maintenance and repair of the Private Road and shall have the right to contract for all goods, services, and insurance payments which are made for such repairs or replacement. The costs of such management, operation, maintenance, and repair by the Board of Trustees shall be a Private Road Expense. The Board of Trustees may make Rules governing the use of the Lots and of the Private Road, which Rules shall be consistent with the rights and duties established in this Declaration.

Section 5.4 Sanitary Sewer Main Line and Sewer Manholes. In addition to the Private Road, the sanitary sewer main lines and sewer manholes situated within the Private Road, shall be maintained, repaired and replaced by the Board of Trustees. It is understood that Granger Hunter Improvement District, shall have no ownership interest in nor any responsibility whatsoever, for the maintenance, repair and/or replacement of said sewer main lines.

Section 5.5 Services. The Board of Trustees may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Board of Trustees shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Board of Trustees or by any person or entity with whom or which it contracts. The Board of Trustees may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property; the enforcement of this Declaration, the Bylaws , or any Rules and Regulations. The Board of Trustees may arrange with others to furnish lighting,

water, snow removal, grounds maintenance and other common services. The cost of such services shall be borne as provided in this Declaration and in the Bylaws.

Section 5.6 Personal Property. The Board of Trustees may acquire and hold, for the use and benefit of all Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Association.

Section 5.7 Notice of Non-Compliance; Fines. The Board of Trustees may suspend an Owner's voting rights for the period during which such Owner fails to comply with the Governing Documents. Notice of non-compliance will be sent to an Owner at least ten (10) days prior to any meeting at which action may be taken by the Board of Trustees. The Board of Trustees may also take judicial action against any Owner to enforce compliance with the Governing Documents, with other obligations, or to obtain damages for non-compliance, all to the extent permitted by law. The Board of Trustees may fine or otherwise sanction an Owner or permittee for a violation of the Governing Documents, as approved by the Association.

Section 5.8 Corporate Status. If for any reason the corporate status of the Association is suspended or dissolved, the Board of Trustees may unilaterally act to reinstate the corporate status of the Association. Except as otherwise provided by law, any such expiration or invalidation shall not relieve any Owner from paying assessments and abiding by all restrictions, covenants, and conditions contained in this Declaration.

Section 5.9 Acceptance of Assessments and Charges. Each Owner of any Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenant and agree with each other and with the Association to pay to the Association all Assessments, including by illustration but not limitation all Special Assessments, Individual Charges or Default Assessments, and other fees, charges, levies and fines as provided in the Governing Documents. Anything to the contrary notwithstanding, the Declarant is not obligated to pay Assessments on Lots it owns or leases, including by way of illustration but not limitation any model units, unless such Lots are leased or occupied.

Section 5.10 Annual Assessments. The total annual Assessments against all Lots shall be based upon advance estimates of cash requirements by the Board of Trustees to provide for the payment of each Owner's share of all estimated Common Expenses. Annual Assessments shall be made on a calendar year basis. The Board of Trustees shall give written notice of each annual Assessment not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. The first annual Assessment shall be for the balance of the calendar year remaining after the date fixed by the Board of Trustees. Each annual Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required.

Section 5.11 Private Road Assessments. Private Road Assessments shall be assessed only against the Private Road Lots and shall be based upon advance estimates of cash requirements of the Board of Trustees to provide for the payment of each Owner's share of all

estimated Private Road Expenses. Private Road Assessments shall be made on a calendar year basis on the same process as Annual Assessments.

Section 5.12 Special Assessments. The Board of Trustees may levy in any Assessment year a Special Assessment, payable over such a period as the Board of Trustees may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Board of Trustees to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this Declaration. Any amounts assessed pursuant hereto shall be assessed to all of the Owners in proportion to their respective membership interest in the Association, provided, however, any Special Assessment for Private Road Expenses shall only be assessed to the Private Road Lots. Notice in writing of the amount of such Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

Section 5.13 Liens and Notice of Liens. All sums assessed to any Lot pursuant to this section, together with interest thereon as provided herein shall be secured by a lien on such Unit in favor of the Association. Such lien shall have such priorities as established by law. To establish a lien for any unpaid Assessment, the Board of Trustees shall prepare a written notice of lien as set forth by statute. No notice of lien shall be recorded until there is a delinquency in the payment of an Assessment or other monetary obligation. Such lien may be enforced by judicial or non-judicial foreclosure by the Board of Trustees as provided by law. The lien shall also secure, and the Owner shall also be required to pay to the Board of Trustees any Assessments against the Lot which shall become due during the period of foreclosure sale or other legal sale. The Board of Trustees may bid on the Lot at foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

Section 5.14 Release of Lien. A release of lien shall be executed by the Board of Trustees and recorded in the office of the County Recorder of Salt Lake County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Section 5.15 Report of Unpaid Assessments. The Board of Trustees shall report to any Eligible Mortgagee of a Lot any unpaid Assessments remaining unpaid for longer than ninety (90) days.

Section 5.16 Personal Obligation. The amount of any Assessment against any Lot shall be the personal obligation of the Owner thereof. Suit to recover a judgment of such personal obligation shall be maintainable by the Board of Trustees without foreclosing or waiving the lien securing the same. No Owner may void or diminish any personal obligation by abandonment of his Lot or any amenities.

Section 5.17 Statement of Unpaid Assessments. Upon payment of a reasonable fee not to exceed twenty-five dollars (\$25) or other amount provided in the Act, whichever is higher, and upon written request of any Owner, or any Mortgagee, prospective Mortgagee or prospective

purchaser of a Lot, the Board of Trustees shall issue a written statement setting forth the amount of unpaid Assessments, if any, with respect to such Lot; the amount of the current annual Assessment and the portion thereof which has theretofore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Board of Trustees in favor of persons who rely thereon in good faith.

Subject to the provisions of Section 5.14, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid Assessments against the Lot up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

Anything to the contrary notwithstanding, any Mortgagee who obtains title to a Lot pursuant a voluntary conveyance shall be jointly and severally liable with the trustor or mortgagor for all unpaid Assessments, late fees, default interest and collection costs, including reasonable attorneys' fees, against the Lot up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

Section 5.18 Assignment of Rents. The Board of Trustees may elect to collect rents directly from a renter if the Lot Owner who is renting the Lot fails to pay any Assessment for a period of more than sixty (60) days after it is due and payable.

Section 5.19 Default Interest. Any Assessment, fine, Individual Charge, or other monetary obligation shall bear interest at a rate of fifteen percent (15%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 5.20 Late Fees. A late fee in a sum to be determined by the Board of Trustees may be charged on any payment not paid within ten (10) days after its due date.

Section 5.21 Voting Rights. Voting rights (subject to anything contained in this Declaration) shall be distributed among the Lots equally. The ownership interest in the Association appurtenant to each Lot is equal. The ownership interest of each Lot and membership in the Association shall have a permanent character and shall not be altered without the unanimous affirmative consent of the Lot Owners.

- (a) The Association shall have one class of membership, known as Class A Members.
- (b) Class A Members shall be all Owners, including the Declarant.
- (c) Each Lot, including Lots held by the Declarant shall have one (1) vote;
- (d) When more than one Person holds such interest in a Lot, the vote for such Lot shall be exercised as those Persons themselves determine.
- (e) Any Owner who has leased his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Association at least three (3) days prior to any meeting.

ARTICLE VI USE AND RESTRICTIONS

Section 6.1 Transmission; Antennas. No transmission antennas of any kind or nature, or other devices for the transmission of television or radio signals, or television and reception antennas shall be placed or maintained upon the Lot.

Section 6.2 Repair of Buildings. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner before the surfacing becomes weather beaten or worn off. Materials, which are customarily left unfinished such as cedar shake shingle roofs and cedar fences, are permitted so long as in the opinion of the Architectural Review Committee they have not become unsightly.

Section 6.3 Reconstruction of Buildings. Any improvement which has been destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be rebuilt or restored with reasonable promptness, and in any event within twenty-four (24) months. Further, all debris shall be removed and Lot restored to a sightly condition within thirty (30) days.

Section 6.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise there from so as to render any such property or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot. Fireworks will only be allowed on July 4th and July 24th or one day prior if such day falls on a Saturday.

Section 6.5 Unsightly Articles. No unsightly article shall be permitted to remain on any Lot or on streets and must be stored in a garage on the Lot or an off-site storage area in compliance with West Valley City Municipal Code. Without limiting the generality of the foregoing: trailers, mobile homes, recreation vehicles, graders, trucks (other than pickups used solely for the private and non-business use of the residents of a lot), boats, tractors, campers, wagons, buses, sleighs, motorcycles, snowmobiles, snow removal equipment, garden and maintenance equipment, and all commercial, farming and business vehicles, except when in actual use, shall be kept at all times in a garage, an off-site storage facility, or behind the rear corner of the home kept in a neat and orderly manner. No repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure, or appropriately screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No materials or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or if appropriately screened from view. Family vehicles, which are kept in good repair and driven regularly, may be parked in the driveway.

Section 6.6 Signs. No sign of any kind shall be displayed to the public view on any Lot provided however, those signs which have received the prior approval of the Architectural Review Committee may be displayed on or from a residence advertising the residence for sale or lease. Signs used for sale, administration and directional purposes during development of THE RESERVE must be approved by the Architectural Review Committee. All signs must be professionally painted, lettered and constructed. Street signs are not subject to Architectural Review Committee approval.

Section 6.7 Residential Use Only. Homes shall be used for single-family residences. No Lot and no residence on any lot shall be used for any purpose other than for a residence. However nothing in this Declaration shall prevent the rental of a Lot by the Owner thereof, for residential purposes on either a short or long-term basis. Subject to all the provisions of this Declaration and the requirement that all such leases shall be for a minimum of 30 days, in writing and that a violation of any of the restrictions, covenants, and conditions set forth herein shall be a default under such Lease.

Section 6.8 Hazardous Activities. No activities shall be conducted on any Lot and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot, except as permitted by West Valley City, or except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and properly designed interior fireplace.

Section 6.9 Garage Sales. Any garage, patio, porch or lawn sale shall be held in full compliance with all applicable governmental ordinances, statutes, resolutions, rules and regulations.

Section 6.10 Erosion and Dust Control. In addition to all other measures taken to prevent or eliminate nuisances and conditions that are unsightly and detrimental to any other property or its occupants, in the cases of animals, vehicles, etc., adequate measures (including proper range and grazing techniques, seeding and maintaining natural vegetation such as dry grasses, wild flowers, etc.), shall be taken to maintain appropriate ground cover to prevent and control erosion and dust.

Section 6.11 Animals and Pets. Animals kept on any Lot shall be properly fenced, sheltered and cared for. All dogs shall be kept on a hand-held leash except when on Owner's own Lot. All pets must be properly licensed and registered. Each Owner shall maintain and clean facilities for their pets and no objectionable odors, pests, insects, etc. No animal or other pet of any kind other than common domesticated animals shall be allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred at the Property. Each Owner of pets and animals shall be financially responsible and liable for any damage caused by said Owner's pets and animals and shall be responsible for the pickup and disposal of any excrement deposited by his pets and animals.

Section 6.12 Sport Courts and Basketball Backboards. Sport courts, any hardscape court or freestanding basketball backboards shall only be permitted upon approval from the Architectural Review Committee. Backboards attached to the face of the garage are prohibited.

Section 6.13 Swimming Pools. Pools must be approved by the Architectural Review Committee and shall be reviewed on a lot by lot basis as submitted with the Plans and Specifications. Pools must properly be constructed and enclosed according to city and county regulations.

Section 6.14 Development Agreement. If a conflict exists between this Declaration and the Development Agreement, the Development Agreement shall govern.

ARTICLE VII LANDSCAPING AND DRAINAGE

Section 7.1 Approval. Prior to installation of any fence, screening wall, retaining wall, arbor, gazebo, patio cover, roof or permanent landscaping (including lawns and trees), approval of the Architectural Review Committee shall be obtained.

Section 7.2 Completion of Landscaping. Landscaping, executed in strict accordance with a previously approved landscaping plan shall be completed within, 60 days for front yard and 180 days for rear yard, of completion or occupancy whichever is first to occur, except if the time requirement falls within the winter months (November, December, January and February), then it shall be completed no later than May 1st. All front yard and, in some cases, other areas (see Section 8.03) shall be landscaped in accordance with Plans and Specifications approved by the Architectural Review Committee and thereafter carefully maintained. All lots shall be kept free from any plant materials infected with noxious insects or plant diseases, which in the opinion of the Architectural Review Committee are likely to spread to other property, and all lots shall be kept free from weeds. The provisions of this section apply to all dwellings built on any lot whether sold or not.

Section 7.3 Front Yard Landscaping. The front yard of a lot is defined as the area of the lot beginning at the road pavement on any adjacent public street or roadway to a distance at least to the rear most part of the residence from such public street or roadway. If the lot is on a corner of two or more public streets or roadways then the side yard adjacent to the public street or roadway, all the way to the rear property line, shall be included in the area to be landscaped. Additionally, if the rear yard adjoins a dedicated public open space, including parks, trail ways, or other such public areas to be landscaped by the developer, then the rear yard also shall be included in the landscaped area. All areas defined herein shall be planted or sodded or otherwise maintained in a natural and native material or setting as approved by the Architectural Review Committee and shall be included in any landscape plan submitted to the Architectural Review Committee for approval. All such areas shall be irrigated as necessary and cut or maintained to reflect a weed-free and attractive appearance.

Section 7.4 Yard Maintenance. Each Owner is required to maintain the landscape on their Lot in accordance with industry standards. In general, lawns shall be mowed, maintained, kept healthy green, watered properly & free of weeds. Flower & planter beds shall be kept free of weeds. Trees are to be planted along roadways or park strips based on the variety from the Architectural Review Committee and placement requirement with landscape plan. Lots will be

kept neat and clean. The Owners of Lots 103 and 104 shall also maintain the landscaping and swell which may lie beyond their fencing, up to the edge of the asphalt of 5450 West.

Section 7.5 Shade Trees. Trees will be planted by each homeowner to have proper spacing of large shade trees to line the streets on approximately 30 feet on center as approved by the Architectural Review Committee with the landscape plan. Trees will be a minimum of 20 gallon and 2-inch caliper in size. The trees will be maintained as directed by the Architectural Review Committee. If any tree dies or is removed it will be replaced by a tree with a minimum of 2-inch caliper. The topping of trees is prohibited. The South side of Lot 102 and North side of Lot 103 are each required to be lined with a minimum of 3 trees, 30 feet on center. Each homeowner will plant large shade trees on 25-foot centers along the front property line 8 feet off the property line as approved by the Architectural Review Committee.

Section 7.6 Tree Care Guidelines. An Owner may only remove a tree along 5450 West upon prior written approval by the Architectural Review Committee. The Architectural Review Committee will only provide written approval for tree removal, if: (a) such tree is replaced by a tree that is a type approved by the Architectural Review Committee, or (b) extenuating circumstances require the removal of such tree without replacement. The replacement trees will be planted at spacing consistent with the existing trees on the site or adjacent sites.

Section 7.7 Fencing and Site Walls. All fencing shall be approved in accordance with the Architectural Review Committee. No barbed wire or chain link fencing is permitted. All fencing and site walls shall comply with the design guidelines on Exhibit B attached hereto.

Section 7.8 Road Rights of Way. The Lot Owner will maintain the area from the edge of road pavement to the front Lot line as needed to insure weed control, grass and vegetation height, uniform appearance, etc. Lot Owners shall maintain the respective areas in front of their Lots free of debris, etc.

Section 7.9 Maintenance of Unimproved Lot. Lot Owner is responsible from the date of receipt of deed to the Lot to maintain that unimproved Lot is free and clear of weeds, trash and debris. The Lot shall be mowed at three times per year to maintain growth below twelve (12) inches in height except in the case of natural sagebrush, and trees.

Section 7.10 Drainage. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior written approval of the Architectural Review Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any drainage flows directed to adjacent Lots should not exceed historic flows. Owners shall not impede or retain water flow in any of the natural drainage gulches.

ARTICLE VIII ARCHITECTURAL REVIEW COMMITTEE

Section 8.1 Approval Required. No improvement, building, fence, wall or other structure shall be commenced, erected, repaired, altered, added to or maintained until the Plans

and Specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure, and the grading plan and finished grade elevations of the Lot to be built upon have been submitted to and approved by the Architectural Review Committee hereinafter described and a copy thereof, provided by the Owner as finally approved, lodged permanently with said Committee pursuant to the provisions of this Article VIII. No landscaping on any Lot shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse to approve any such Plans or Specifications, or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications, grading and landscaping plans, such Committee shall have the right to take into consideration the suitability of the proposed building or other improvement and of the materials of which it is to be built, to the Lot upon which it proposes to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other improvements as planned on the outlook from the adjacent or neighboring Lots. All subsequent additions to or changes or alterations in any building, fence, or other improvement, including exterior color scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Architectural Review Committee.

Section 8.2 Exemption. The existing improvements on Lot 102 shall be exempt from the approval requirements in Section 8.1 above. For the avoidance of doubt, any new improvements or alterations of improvements on Lot 102 would be subject to the approval requirements in Section 8.1.

Section 8.3 Members of Committee. The Architectural Review Committee shall consist of not less than one member, nor more than five members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the Committee shall have full authority to select a successor. During the period in which the Declarant owns at least one Lot, the Committee shall be comprised of Ken Olson and other members as appointed by him. Upon the sale of the final Lot owned by Declarant the Board of Trustees shall appoint new committee members.

Each member of the Committee shall hold office until such time as he has resigned or has been removed by a majority of the other members.

Section 8.4 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts, which in its sole discretion are relevant. Prior to commencement of any construction of any improvement on any Lot, the Plans and Specifications shall be submitted to the Architectural Review Committee at kenolson@gmail.com, or such other email provided by the Association, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated, will not be detrimental to the surrounding area or Lots as a whole, and that the appearance of any

structure affected thereby will be in harmony with the surrounding structures. The Committee will condition its approval of Plans and Specifications or on other information prior to approving or disapproving the material submitted. The Committee may also issue rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information, as it deems proper. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval. All improvements must comply with the zoning codes, ordinances and architectural design guidelines of West Valley City, Utah.

Section 8.5 Committee Meetings. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 8.6 Waiver of Consent. The approval or consent of the Committee to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

Section 8.7 Completed Work.

- (a) Inspection of completed work and correction of defects therein shall proceed as follows:
- (i) Upon the completion of any improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee.
 - (ii) Within such reasonable time as the Committee may set but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.
 - (iii) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance; the Committee may at its option may either remove the non-complying Improvement or remedy the noncompliance, and the Owner shall reimburse the Committee upon demand for all expenses incurred in connection therewith in excess of the Deposit (as defined below). If the Owner does not promptly repay such expenses to the Committee, the Committee shall levy an assessment against such Owner, the

Improvement in question and the Lot upon which the same is situated for reimbursement, and the same shall constitute a lien upon such land and improvement and be enforced as provided in this Declaration.

- (iv) If for any reason after receipt of said written notice of completion from the Owner the Committee fails to notify the Owner of any noncompliance within the period provided above in subparagraph (ii) of Section 8.6, the Improvement shall be deemed to be in accordance with said approved Plans and Specifications.

Section 8.8 Work in Progress. The Committee may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (ii) of Section 8.6.

Section 8.9 Compliance Deposit. A refundable compliance deposit in the amount of \$500.00 (the “**Deposit**”) shall be paid to the Committee along with the submission of the Plans and Specifications. The Deposit shall be used to enforce the provisions of this Declaration. The Deposit shall be refunded when the Committee deems that construction of the Improvement has been completed in accordance with the terms of this Declaration.

Section 8.10 Non-liability of Committee Members. Neither the Committee nor any member thereof shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this Declaration unless due to the willful misconduct of the Committee or its members. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approved thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

ARTICLE IX ENFORCEMENT AND NON-WAIVER

Section 9.1 Right of Enforcement. Any Owner of any Lot which is subject to the Declaration, regardless of when it became so subject, at Owner's own expense, Declarant, and the Association shall have the right to enforce all of the provisions of this Declaration against any other Lot which is subject to the Declaration. Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

Section 9.2 Violation a Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, Declarant and the Association, whether or not the relief sought is for negative or affirmative action. However, only Declarant, the Association, and the duly authorized agent of either of them may enforce by self-help any of the provisions of this Declaration and then only if such self-help is preceded by reasonable notice to the owner in violation.

Section 9.3 Violation of Law. Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Declarations and subject to all of the enforcement provisions set forth herein.

Section 9.4 Enforcement in Small Claims Court. The Declarant or the Association may enforce any fine or delinquent assessment levied or assessed under this Declaration, and any late payment charge attributable thereto, and any interest thereon, and the cost of collecting the same under the terms and provisions of any legislation with respect to a small claims court as may exist from time to time. The Declarant or the Association may also bring any action at law or equity in any other court available to it under the statutes of the State of Utah for enforcement of any provision of this Declaration.

Section 9.5 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 9.6 Nonwaiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

Section 9.7 Rights of First Mortgagee of the Lot. The first mortgages of any Lot may jointly or severally, pay taxes or other charges which are in default and which may or have become a charge against any real or personal property owned by or held as assessments by the Association or Declarant in accordance with this Declaration.

ARTICLE X MISCELLANEOUS

Section 10.1 Term. This Declaration as the same, may be amended from time to time hereafter, including all of the Covenants, Conditions and Restrictions hereof, shall run until December 31, 2025, this Declaration, including all such Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by the owners of at least seventy-five percent (75%) of the Lots then in THE RESERVE and recorded in the Salt Lake County real property records.

Section 10.2 Mortgage Protection. Notwithstanding any provision of this Declaration, no lien arising by reason of the breach of or the enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Lot made in good faith and for value. However, after the foreclosure of any such first Mortgage or Deed shall remain subject to this Declaration and shall be liable for all Assessments levied subsequent to such foreclosure or conveyance and all installments of Assessments levied prior to completion of such foreclosure or before such conveyance, but falling due after such completion or such conveyance.

Section 10.3 Amendment.

- (a) **Special Provisions.** No amendment of Section 10.02 shall be effective as to any Mortgagee who does not join in the execution thereof, provided that his Mortgage or Deed of Trust is recorded in the real property records of Salt Lake County prior to the recordation of such amendment; provided however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust, shall be subject to such amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Salt Lake County in the manner hereinafter provided.
- (b) **By Declarant.** The Declarant alone may amend or terminate this Declaration prior to closing of a sale of the first Lot. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such Amendment is (1) necessary to correct typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Lot unless any such Owner shall consent thereto in writing. Further, prior to the expiration of the Declarant's control period, Declarant may unilaterally amend this Declaration; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.
- (c) **By Owners.** Except as provided in Sections 10.3(a) and 10.3(b), this Declaration may be amended by the recording in the Salt Lake County real property records of an instrument executed and acknowledged by the Owners of at least seventy-five percent (75%) of the Lots subject to this Declaration at the time of the amendment.
- (d) **Common Owners.** For purposes of Sections 10.3(b) and (c) above, if more than one Person holds title to any Lot jointly or in common, the vote with respect to said Lot shall be held in the same manner. However, neither fractional votes nor split votes shall be allowed, and all joint or common Owners must object in writing to the proposed amendment under Section 10.3(b), or approve in writing the proposed amendment under Section 10.3(c), as the case may be, or the vote with respect to such Lot shall not be counted.

Section 10.4 Interpretation. The Provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots subject hereto and of promoting and effectuating the fundamental concepts of THE RESERVE as set forth in the RECITALS and DECLARATION of this Declaration. This Declaration shall be construed and governed under laws of the State of Utah.

Section 10.5 Construction.

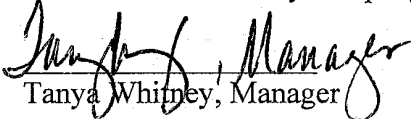
- (a) **Restrictions Severable.** Notwithstanding the provisions of the foregoing Section 10.4 each of the provisions of this Declaration shall be deemed independent and Severable,

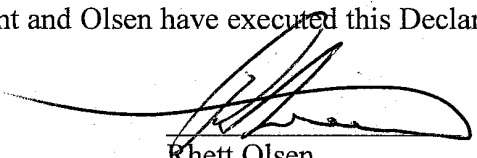
and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

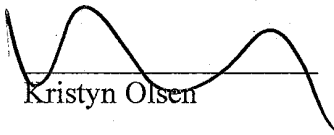
- (b) **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (c) **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

IN WITNESS WHEREOF, Declarant and Olsen have executed this Declaration the day and year first above written.

MOUNTAIN TITLE, LLC
a Utah limited liability company

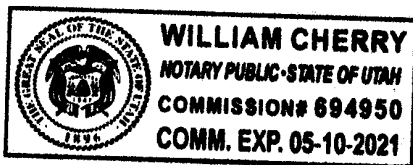

Tanya Whitney, Manager


Rhett Olsen

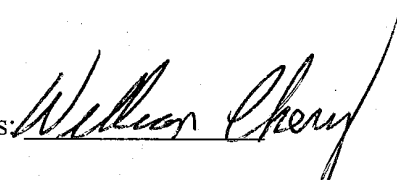

Kristyn Olsen

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was subscribed and sworn to before me this 4 day of October 2019, by Tanya Whitney, Manager of Mountain Title, LLC, a Utah limited liability company, who duly acknowledge their authority.

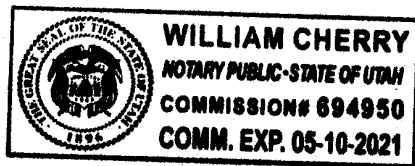


Notary Public

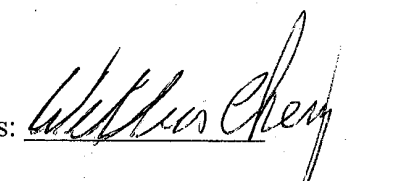
My commission expires: 

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was subscribed and sworn to before me this 4 day of October 2019, by Rhett Olsen and Kristyn Olsen.



Notary Public

My commission expires: 

**EXHIBIT A-1
THE RESERVE SUBDIVISION
PROPERTY DESCRIPTION**

A portion of the NW1/4 of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point located S89°58'55"E along the 1/4 Section line 990 feet and N00°11'01"W 100 feet from the West 1/4 Corner of Section 36, T1S, R2W, SLB&M; thence North 419.90 feet to the Southwest corner of that Real Property described in Deed Book 9987 Page 9837 of the Official Records of Salt Lake County; thence East along said deed and extension thereof 332.52 feet to the West line of OLD FARM STATION, PLAT 2, SUBDIVISION, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence S00°16'08"E along said plat 420.01 feet; thence N89°58'55"W 334.49 feet to the point of beginning.

[Being the proposed plat of The Reserve Subdivision]

Less and Excepting therefrom a portion of the NW1/4 of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point located S89°58'55"E along the 1/4 Section line 1,014.68 feet and North 317.51 feet from the West 1/4 Corner of Section 36, T1S, R2W, SLB&M; thence North 101.40 feet; thence East 139.51 feet; thence S00°16'08"E 18.96 feet; thence S89°58'13"E 13.50 feet; thence S00°16'08"E 82.44 feet; thence West 153.49 feet to the point of beginning.

14-36-152-037

**EXHIBIT A-2
PROPOSED LOT 102 OF THE RESERVE SUBDIVISION
PROPERTY DESCRIPTION**

A portion of the NW1/4 of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point located S89°58'55"E along the 1/4 Section line 1,014.68 feet and North 317.51 feet from the West 1/4 Corner of Section 36, T1S, R2W, SLB&M; thence North 101.40 feet; thence East 139.51 feet; thence S00°16'08"E 18.96 feet; thence S89°58'13"E 13.50 feet; thence S00°16'08"E 82.44 feet; thence West 153.49 feet to the point of beginning.

[Being the proposed Lot 102 of the proposed The Reserve Subdivision.]

14-36-152-036