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**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS FOR
BELLEVUE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR BELLEVUE SUBDIVISION (the "Declaration") is executed by the BELLEVUE HOME OWNER ASSOCIATION (the "Declarant"), with reference to the following:

RECITALS

A. Whereas, the Declaration of Protective Covenants for Bellevue Subdivision was recorded in the office of the Salt Lake County Recorder on August 6, 2004 as Entry No. 9140466 in Book 9023 at Pages 4303-4319 of the official records.

B. Whereas the Final Plat for Phase 1 has also been recorded.

C. Whereas, the First Supplement to the Declaration of Protective Covenants for Bellevue Subdivision was recorded in the office of the Salt Lake County Recorder on April 4, 2005 as Entry No. 9339482 in Book 9113 at Pages 8295-8304 of the official records.

D. Whereas the Final Plat for Phase 2 has also been recorded.

E. Whereas, the Second Supplement to the Declaration of Protective Covenants for Bellevue Subdivision was recorded in the office of the Salt Lake County Recorder on January 30, 2006 as Entry No. 9623176 in Book 9248 at Pages 9418-9425 of the official records.

F. Whereas the Final Plat for Phase 3 has also been recorded.

G. Whereas, the Third Supplement to the Declaration of Protective Covenants for Bellevue Subdivision was recorded in the office of the Salt Lake County Recorder on August 24, 2006 as Entry No. 9822954 in Book 9340 at Pages 6412-6428 of the official records.

H. Whereas the Final Plat for Phase 4 has also been recorded.

I. Whereas, the Fourth Supplement to the Declaration of Protective Covenants for Bellevue Subdivision was recorded in the office of the Salt Lake County Recorder on June 20, 2007 as Entry No. 10139168 in Book 9480 at Pages 7946-7950 of the official records.

J. Whereas the Final Plat for Phase 5 has also been recorded.

K. Whereas, the Fifth Supplement to the Declaration of Protective Covenants for Bellevue Subdivision was recorded in the office of the Salt Lake County Recorder on May 17, 2010 as Entry No. 10953336 in Book 9826 at Pages 100-105 of the official records.

L. Whereas the Final Plat for Phase 6A has also been recorded.

M. Whereas, an Amendment to the Declaration of Protective Covenants for Bellevue Subdivision was recorded in the office of the Salt Lake County Recorder on July 8, 2011 as Entry No. 11209605 in Book 9935 at Pages 6597-6602 of the official records.

N. Whereas, a Notice of Reinvestment Fee was recorded in the office of the Salt Lake County Recorder on February 2, 2012 as Entry No. 11326470 in Book 9988 at Pages 4460-4461 of the official records.

O. Whereas, the Sixth Supplement to the Declaration of Protective Covenants for Bellevue Subdivision was recorded in the office of the Salt Lake County Recorder on July 12, 2013 as Entry No. 11683082 in Book 10158 at Pages 8894-8903 of the official records.

P. Whereas, the Final Plats for Phases 6B, 7A and 7B have also been recorded.

Q. Whereas, Declarant reserved the right in Section 36 of the Declaration to amend and restate the Declaration; and this document affects that certain real property located in the City of Draper and County of Salt Lake, State of Utah, described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

R. Whereas, the Declarant subdivided the Property into the following phase and Lots together with certain Common Area and Facilities, to wit:

Phase 1	56	Lots
Phase 2	28	Lots
Phase 3	52	Lots
Phase 4	56	Lots
Phase 5	36	Lots
Phase 6a	20	Lots
Phase 6b	23	Lots
Phase 7a	34	Lots
<u>Phase 7b</u>	<u>36</u>	<u>Lots</u>

TOTAL 341 Lots

S. Whereas, the Property is an area of unique natural beauty, featuring distinctive terrain.

T. Whereas, the Property is zoned "Residential Special District" to permit a master planned, architecturally controlled residential development (the "RSD").

U. Whereas, the RSD zoning requirements allow for and permit flexibility in terms of planning, site design and development through the ability to customize the zoning and development standards to achieve a singular and unique development opportunity.

V. Whereas, an integral feature of the RSD zone is the ability and flexibility to plan for single-family residential lots of various sizes which appeal to a diversity of different types of home buyers and family profiles. This lot size diversity allows for buyers of differing family sizes and age variations to live in an architecturally controlled neighborhood environment where not all of the lots and houses are virtually the same size and price range, as are commonly found in other zoning classifications within Draper City.

W. Whereas, the Declarant seeks to utilize this RSD zone to enhance and create an upscale residential development on a very prestigious, well located approximately one-hundred and thirty-six (136) acre parcel of land, located at 13200 South and 300 East.

X. Whereas, the subdivision plats for each phase have been reviewed and approved according to the requirements and standards of Title 17, Draper City Code.

Y. Whereas, the approval of this RSD acknowledges acceptance of the schematic development plan as satisfying Draper City's requirements for the Concept Subdivision Plan review and approval. Preliminary and final plats will be processed and

reviewed concurrently by the City, and approved upon a finding that the submitted preliminary and final plats do not substantially deviate from the approved build-out plans and there are no significant engineering issues to be resolved. Figures "1 through 23," attached to the approved Bellevue, Residential Special District Zone bearing the date March 24, 2003 and incorporated herein by this reference, define the development standards for the Property subject to changes by Draper City or the Declarant from time to time.

Z. Whereas, by subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to provide a general plan for development of the land, create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Now, therefore, for the reasons recited above, the Declarant hereby covenants, agrees, and declares that the Property shall be subject to the following covenants, conditions and restrictions:

1. **Definitions.** The following definitions shall apply to this Declaration:

a. "Accessory Building" shall mean and refer to any structure which is not the preliminary structure, (2) contains at least 120 square feet, (3) requires a building permit, (4) is not a shed, shack or other out-building (for which a building permit is not required), and (5) qualifies as such under the totality of the circumstances in the opinion of the Architectural Review Committee.

b. "Architectural Review Committee" shall mean the person or persons appointed to review the designs, plans, specifications, homes, architecture, fencing, and landscaping within the Subdivision (the "ARC").

c. "Association" shall mean all of the Owners acting as a group in accordance with the Declaration.

d. "Builder" shall mean an owner, Declarant or contractor who obtains a construction or occupancy permit for one or more Lots.

e. "Common Areas and Facilities" shall mean and refer to all of the common elements in the Project including but not limited to the entry, entry monument, park strips, bridge, open space, pedestrian trail system, pedestrian corridor intersection, open space corridor, other landscaping and improvements of a less significant nature and a swimming pool and/or other recreational amenities.

f. "Common Expense" shall mean and refer to all expenses incurred by the Association in maintaining, repairing, and replacing the Common Area and

Facilities.

g. "Declarant" shall mean and refer to Ivory Development, LLC, a Utah limited liability company.

h. "Design Guidelines" shall mean and refer to the then current Design Guidelines for Ivory Homes.

i. "Dwelling" shall mean the detached single family residence, place of habitation, abode, or living unit constructed upon a Lot.

j. "Entry" shall mean the entry way into the Subdivision.

k. "Entry Monument" shall mean the monument, planter boxes, landscaping features and other physical improvements identifying the Project located at or near the Entry or entrance to the Project.

l. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Dwelling constructed thereon.

m. "Management Committee" or "Committee" shall mean and refer to the governing board of the Association and may also be known as the Board of Directors or Board. In addition, the Management Committee may function as the Architectural Review Committee or ARC.

n. "Managing Member" shall mean and refer to the person appointed by the Declarant to unilaterally make all day-to-day business decisions for the Association, ARC and Management Committee.

o. "Open Space" shall mean and refer to the commons, parks, grounds, and open landscaped areas within the Subdivision.

p. "Owner" or "Owners" shall mean the record owner or owners of a fee simple title to any Lot, whether one or more natural persons or legal entities, and excluding those persons having such interest merely as security for the performance of an obligation.

q. "Period of Declarant Control" shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of last of the following Events: (1) Four months after 100% of the Dwellings constructed upon Lots owned by Declarant in all phases have been sold; or (2) When in its sole discretion the Declarant so determines and records a written Waiver of Control.

r. "Person" shall unless otherwise indicated mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

s. "Plans and Specifications" shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation all 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.

t. "Plat Map" shall mean and refer to the "Record of Survey Map or Maps of Bellevue Subdivision, as amended or supplemented from time to time. The Plat Map will show the location of the Lots.

u. "Project" shall mean the Subdivision.

v. "Recreational, Oversized, or Commercial Vehicle" shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home, or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, horse trailer, or any other recreational, oversized or commercial transportation device of any kind.

w. "Parking Pad" shall mean and refer to a cement or concrete, (or other construction material approved in writing by the ARC) parking pad constructed or installed on a Lot for the purpose of parking or storing of a Recreational, Commercial, or Oversized Vehicle.

x. "Parking Pad Fence" shall mean and refer to the cinder block, vinyl or wood (or other construction material approved by the ARC in writing) fence surrounding the Parking Pad.

y. "Subdivision" shall mean the BELLEVUE Subdivision.

2. **Area of Application.** This Declaration shall apply to all of the Property.

3. **Right to Expand Application.** Without any other additional approval required, the Declarant shall have the exclusive, unilateral, unconditional, and irrevocable right to (a) convert the use of a lot or lots to accommodate a swimming pool and/or other recreational amenities and to assess fees to pay for these amenities; and (b) expand the application of this Declaration to other real property and to add future phases by written amendment to this Declaration duly recorded.

4. **Association.** The Association will be incorporated and maintained in perpetuity to care for and maintain interior trails, entry features, private open space, and under drain system, as well as to enforce the architectural and restrictive covenants within the community. The Management Committee may unilaterally re-file the articles of incorporation of the Association if its status has been suspended or dissolved, and adopt the prior bylaws.

5. **Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of Lot No. _____ contained within BELLEVUE, a Residential Special District, as the same is identified in the Plat Map recorded in Salt Lake County, Utah as Entry No. _____ in Book _____ at Page(s) _____ of the official records of the County Recorder of Salt Lake County, Utah (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of BELLEVUE, a Residential Special District Development recorded recorded in Salt Lake County, Utah as Entry No. _____ in Book _____ at Page(s) _____ of the official records of the County of the County Recorder of Salt Lake County, Utah (as said Declaration may have heretofore been supplemented), together with an undivided percentage of ownership in the Association.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor percentage of ownership interest in the Association shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Lot to which they relate.

6. **Management.** The Association shall be directed and managed by a committee of at least three (3) and no more than five (5) members. Until the termination of the Period of Declarant's Control, the Declarant shall select the members of the Management Committee. Thereafter, the Owners shall elect or appoint the members of the Management Committee in accordance with the Project Documents.

7. **General Status and Authority and Duties of Management Committee.** The Management Committee shall have the power and authority to adopt an annual budget, assess Owners and Lots, allocate the Common Expenses among the Owners, bill the Owners for their portion of the Common Expenses, collect the Assessments, pay all Common Expenses, insure the Common Areas and Facilities, levy fines and sanctions, adopt bylaws, rules and regulations, and take all other actions necessary or incident thereto. Any instrument executed by the Management Committee or its legal representative or Managing Member which recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Management Committee shall constitute a legal entity capable of dealing in its own name or in behalf of two (2) or more Owners. The Management Committee

shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions. The Management Committee may appoint offices and agents of the Association, such as a President and Secretary, who may but need not be members of the Committee. Until the end of the Period of Declarant's Control, the Declarant shall have the exclusive, unilateral and irrevocable right to appoint the members of the Management Committee and the Managing Member.

8. **Membership in the Association.** Membership in the Association is mandatory, may not be partitioned from the ownership of a Lot, and each Lot Owner by virtue of his accepting a deed or other document of conveyance to a Lot is deemed to be a member of the Association.

9. **Common Profits, Expenses, and Voting Rights.**

a. The common profits of the Property shall be distributed among, the common expenses shall be charged to, and the voting rights shall be available to, the Lot Owners equally.

b. At least thirty (30) days prior to the Annual Homeowners Meeting, the Board shall prepare and deliver to the Owners a proposed Budget:

1. The Budget shall set forth an itemization of the anticipated Common Expenses (including that portion earmarked for the reserve account(s) and the Association's proportionate share of the cost of maintaining the Recreation Amenity) for the twelve (12) month calendar year, commencing with the following January 1.

2. The Budget shall be based upon advance estimates of cash requirements by the Board to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, including the Recreation Amenity, and regulation of the Association, which estimate shall include but is not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the Board is required or permitted to maintain, common lighting and heating, common water charges, trash collection, storm drain fees, common sewer charges, sewer maintenance costs, carpeting, painting, repairs and maintenance of the Common Areas, including the Recreation Amenity, and replacement of those elements of the Common Areas, including the Recreation Amenity, that must be replaced on a periodic basis, wages for Board employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, Capital Improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added, this estimate may need to be adjusted periodically as each new Phase is completed.

3. The Owners may call a special meeting within forty-five (45) days of the meeting providing the proposed Budget to vote to disapprove the Budget, although to set it aside and to reject a proposed Budget requires the affirmative written consent of at least a majority of total ownership. If the new budget is disapproved, then the prior year's budget continues.

4. The Management Committee may charge a reinvestment fee in accordance with the applicable statute. Proceeds from the reinvestment fee are reserved only for expenses related to the maintenance and improvement of the Community's common areas.

5. The Board may levy special assessments, in addition to annual assessments, up to or equal to \$5,000 (to be divided equally among all Lots) in a calendar year. Special assessments exceeding \$5,000 (to be divided equally among all Lots) in a calendar year must be approved by a majority of the Owners present in person or by proxy at a meeting duly called for such purpose. l

c. The Association shall procure and update as required by statute a reserve analysis or study. The Association shall create, fund and maintain a proper reserve fund as required by statute. Statutory notice of the reserve analysis and fund shall be provided to the Owners at least annually.

10. **Debt Collection.** An assessment or fine is a debt of the Owner at the time it is made and is collectible as such. The Association may file a lawsuit to recover a personal judgment for and/or foreclose the lien recorded against the property to security payment of unpaid assessments and fines or related charges. The Declarant hereby conveys and warrants pursuant to Utah Code Ann., Sections 57-1-20 and 57-8-45 to the individual or entity appointed as trustee with power of sale, any Lot or Lots and all improvements to such Lot or Lots for the purpose of securing payment of assessments under the terms of this Declaration. A collection action is maintainable by the Association without foreclosing or waiving the lien securing the debt. If any Owner fails or refuses to make any payment of an assessment, fine or related charges when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (a) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (b) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances. All required statutory notices and informal hearings shall be provided, including:

a. An Owner has the right to request an informal hearing to contest a fine within thirty (30) days of the date notice of the fine was delivered to the Owner and may initiate civil action to appeal the final decision within one hundred and eighty (180) days after the date the informal hearing was held or the date the time to request an informal hearing expired.

b. An Owner has the right to request an informal hearing to contest a lien within thirty (30) days of the date notice of the fine was delivered to the Owner and may initiate civil action to appeal the final decision within one hundred and eighty (180) days after the date the informal hearing was held or the date the time to request an informal hearing expired.

11. **Late Fees.** A late fee in a sum to be determined by the Management Committee may be charged on all payments received more than ten (10) days after they were due.

12. **Default Interest.** Default interest at a rate to be determined by the Management Committee may be assessed on the outstanding balance of all delinquent accounts until paid in full

13. **Architectural Review Committee ("ARC").** The Declarant has the power and authority to resolve all architectural issues during the Period of Declarant's Control and appoint the member(s) of the ARC and the Managing Member. Thereafter, the Management Committee may function as the ARC or appoint separate members to serve thereon.

a. **Authority.** The ARC shall resolve all architectural issues, subject to the irrevocable right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and/or to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable.

b. **ARC Powers and Standing.** Any instrument executed by the ARC or its legal representative that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The ARC shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The ARC shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions, including without limitation:

1. **Review Plans.** The power and authority to review and approve or disapprove all architectural designs, plans, specifications, construction materials, and construction.

2. **Respond to Complaints.** While the ARC will not police the Subdivision for the compliance of these covenants, it shall have the power and authority, but not the obligation, to respond to written concerns of Owners about architectural issue.

3. **Access.** The power and authority to enter into or upon any Lot to make inspections, evaluations or repairs and to do other work necessary for the proper maintenance and operation of the Subdivision or to enforce the decisions of the ARC without being guilty of a trespass. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice

before the ARC may exercise this power.

4. **Assess.** The power and authority to levy and collect assessments, fines and related charges, upon request, for the Management Committee.

5. **Rules.** The power and authority to adopt, modify, repeal and enforce rules, regulations and design criteria; provided, however, the Management Committee and Association shall follow the statutory requirements for adopting, modifying and repealing rules and design criteria.

6. **Enforcement.** The power and authority to issue sanctions, fine, or otherwise individually charge an Owner for a violation of the Design Guidelines or seek other more formal legal remedies, including but not limited to injunctive relief and damages.

7. **All other Acts.** The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the ARC to perform its functions for and in behalf of the Owners.

c. **Designs, Plans and Specifications.** Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval. Information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

1. **Review Considerations Generally.** In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things.

2. **Aesthetics.** Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ARC members change over time.

3. **Minimum Dwelling Requirements.** No Dwelling shall be constructed or altered unless it meets the following minimum requirements:

- a) Only single family residential Dwellings are allowed.
- b) The height of any Dwelling shall not exceed two stories above ground.

- c) No slab on grade Dwellings are permitted.
- d) Without the prior written consent of the ARC, a basement is required for each Dwelling.
- e) Without the prior written consent of the ARC, each Dwelling shall have a private garage for not less than two motor vehicles.
- f) The Dwelling exteriors, in their entirety, must consist of either maintenance free stucco and masonry, unless another construction material is approved by the ARC in writing. No aluminum or vinyl is permitted.
- g) Any detached accessory building must conform design and materials with the primary residential Dwelling.
- h) Any and all plans and specifications for an Accessory Building must be submitted, reviewed and approved in writing in advance.
- i) All Lots shall be fully landscaped in accordance with subsection (f) below and reasonably maintained.
- j) No fence or similar structure shall be placed in any frontyard. No fence or similar structure shall be placed in any side or rear yard in excess of six (6) feet. Vinyl fencing is allowed without additional approval required. Wood, masonry and wrought iron fencing may be allowed with the express prior written consent of the ARC, although approval may be denied. Chain link fencing is strictly prohibited. If there is a dispute as to what constitutes the front, side or rear yards, or whether a variance has been granted, the decision of the ARC shall be final, binding and conclusive.
- k) Conditional uses may be allowed for a swimming pool, cabana, equipment building, outdoor recreational activities, such as an athletic court, tennis courts, basketball court, soccer pitch, batting cage, and so forth.
- l) No tin sheds are allowed.

d. Preliminary Architectural Drawings, Plans and Specifications. The ARC may require, as a minimum, the following additional items:

- 1. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- 2. Floor plans of each floor level to scale.
- 3. Elevations to scale of all sides of the Dwelling.
- 4. One major section through Dwelling.

5. A perspective (optional).
6. Specifications of all outside materials to be used on the exterior of the Dwelling.

e. **Final Plans and Specifications and Working Drawings.** The ARC may also require, as a minimum, the following:

1. Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addenda or riders noting the colors of all materials to be used on the exterior of the Dwelling.

f. **Landscaping.** All Lot landscaping, grading, and drainage shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Declarant or the ARC and so as to comply with and not impair all applicable ordinances and flood control requirements. Landscaping shall include by way of illustration but not limitation the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes, shrubs and trees. The acquisition, planting and replacement of trees, which is the Owner's responsibility, shall be in accordance with the Draper City Street Tree Plan. Trees, shrubs, bushes, lawns, planting and flower beds shall be properly nurtured, maintained and cared for by the Owner. Any weeds and diseased or dead lawn, trees, bushes, shrubs, etc., shall be promptly removed and replaced. The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the subdivision. No concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces, and xeriscaping (collectively "controlled surfaces") may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the ARC. Front, side or rear yards constructed primarily or substantially of controlled surfaces are prohibited. Should any Lot Owner fail to comply with the provisions of this paragraph, the Declarant or the ARC shall have the right to seek an order from a court of proper jurisdiction requiring specific

performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials. The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.

The following are exceptions from ARC approval:

1. Replacing trees, bushes, shrubs, grass.
2. Planting flowers, shrubs, bushes, and trees in line with these covenants.
3. Installation of decorations, including seasonal lighting, as long as the decorations and lighting are removed within a reasonable time after the season's end.
4. Installation of temporary structures such as temporary swimming pools, trampolines, skateboarding ramps, greenhouses, garden shade structures, temps, and tarps, as long as they are removed seasonably.
5. Installation of artificial turf in the rear yard, as long as the yard is fenced.

Anything not listed in these exemptions requires ARC approval.

g. **Easements.** Easements for utilities, the Entry Monument, drainage systems and facilities, and irrigation are reserved hereby and on the recorded Plat. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Declarant and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

h. **Slope and Drainage Control.** No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels.

1. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible.

2. It shall be the responsibility of the Owner to see that his Lot strictly conforms with the grading and drainage plan established by the Declarant, Salt Lake County and the City.

i. **Accessory Buildings.** Since Accessory Buildings are considered "conditional uses," each application to construct or install an Accessory Building will be evaluated separately by the ARC, subject to the following guidelines:

1. Any detached Accessory Building must conform in design and construction materials with the primary residential Dwelling Unit;

2. The maximum height of an Accessory Building shall be 12 feet, (although the ARC may grant an exception if, in its sole opinion, such is in the best interest of the Project);

3. If there is a dispute of any kind whatsoever, such as whether a structure is an Accessory Building, the decision of the Declarant or upon the termination of the Period of Declarant's Control, the Management Committee shall be final, conclusive, and binding.

j. **Approval.** In the event that the ARC fails to disapprove in writing any application within thirty (30) days after the date of acknowledgment of receipt of submission of all information, documentation and materials reasonably requested, the application shall be considered approved, subject to the minimum requirements as set forth herein.

k. **No Waiver of Future Approvals.** The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

l. **Variance.** The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations, and prior written consent of the City Board of Adjustment. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

m. **Limitation of Liability.** Neither the Declarant nor the ARC, or any of their employees, agents, representatives or consultants shall be responsible in any

way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant and the ARC, and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

n. **Enforcement of Architectural Guidelines.** Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the ARC an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser.

o. **Contractors.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the ARC from the Project, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the ARC or the Declarant, nor their employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.

p. **Ivory Homes Catalogue.** Any and every home design, plan or specification contained within the Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required, provided the home elevations meet and the home otherwise satisfies all of the architectural control requirements of the City PUD ordinance.. Any and all deviations from the Ivory Homes Catalogue, including by way of illustration but not limitation, design, construction materials and coloration, must be expressly approved in writing by the ARC: The approval of the Ivory Homes Sales staff and/or construction personnel is insufficient.

14. **Initial Architectural and Development Standards:** The Property is subject to the following initial architectural and development standards:

a. **Density Requirement.** The density of the development is approximately 2.507 units per acre (i.e., 341 units/136 acres), which is compatible with the surrounding neighborhoods. The Draper City General Plan designates this area as "medium density residential" and "low density residential."

b. **Lot Size.** An area of not less than 9,700 square feet, or 0.22 acre, shall be provided and maintained for each dwelling and uses accessory thereto as a minimum for the development. Varying larger lot sizes shall also be provided. The

average lot size for the entire 341 lots in the development is approximately 12,000 square feet.

c. **Frontage.** The minimum width of any lot for a dwelling shall be eighty (80') feet, measured at the front setback line. While this standard represents the minimum lot width, the majority of the lots in the development have a lot frontage of at least ninety (90') feet. This increased lot width allows for construction of larger homes.

d. **Front Yard Setback Requirements.** All residential structures shall be setback twenty-three (23') feet from the front property line. In order to provide an element of visual relief, front setback variations are to be encouraged, ranging between 23 and 30 feet minimums.

e. **Side Yard Requirements.** All dwelling structures and other main buildings shall be setback from each side property line a distance of at least eight (8) feet on one side and a total of at least eighteen (18') feet combined both sides from the side property lines.

f. **Rear Yard Requirements.** All dwelling structures and other main buildings shall be setback from the rear property line a distance of at least twenty' (20') feet

g. **Parking.** A Minimum of two (2) off-street parking spaces shall be required for each dwelling unit as required by the Draper City Code

h. **Height of Buildings.** No residential dwelling, building or other structure shall be higher than thirty-five (35) feet as measured from average finish grade to the mid-slope of the main structure's roofline.

i. **Roof Lines and Pitches.** All roof pitches shall be sloped at not less than 6:12 and no greater than 12:12. Rooflines shall be varied in height and orientation to provide visual interest and to include dormers, gables, hip roofs, etc. Long, continuous rooflines shall not be allowed.

j. **Windows.** High quality clad wood windows or vinyl windows are allowed. Highly reflective or mirrored glass shall not be used. Decorative window treatments such as surrounds, shutters, or nicely detailed lintels and sills are encouraged.

k. **Building Materials.** Exterior building materials shall include stone, brick along with other high quality exterior siding products such as stucco and hardy board shingles, raw timber, copper detailing, shutters and other high quality exterior siding products as approved by the ARC. Asphalt architectural grade, twenty-five (25) year shingles, cedar shake shingles, tile and/or masonry and slate shingles are standard through the development. Aluminum siding shall be allowed only for soffit and fascia.

l. **Added Visual Character.** Homes sitting on corner lots identified in

the list below shall include added elements of architectural relief on sides that are exposed to the road. Examples of such architectural relief include stucco "pop-outs" , bays, box windows, hip roofs and side entry garages. If a home on a corner lot requiring added visual character has brick or stucco wainscots, that element will be carried around the side of the homes that fronts the street. Elements will be applied per plan, the following lots (as shown in figure 2 approved in the approved Bellevue, Residential Special District Zone bearing the date March 24, 2003) are identified as lots requiring added visual character: 1, 20, 41, 52, 54, 64, 68, 74, 86, 106, 114, 141, 149, 150, 166, 184,195,202 and 203. (Actual lot number may change during final plat).

m. **Architectural Theme.** Varied high quality architectural styles are expected and encouraged throughout the development. While not singular in terms of one particular architectural style, the overall project theme utilizes a rustic alpine style.

n. **Project Lighting.** Decorative down lighting will be used along Lone Rock Drive and at the Community Park. The Draper City standard light fixture will be used along all local streets.

o. **Fencing.** No front yard fencing is to be allowed, unless otherwise approved by the ARC. Masonry, pre-cast, wrought iron, vinyl fencing, and other high-quality materials as approved by the ARC are allowed in the development, back and side-yards, to a maximum of 6'-0" for security and privacy. At the south side of 13200 South, and at the east side of 300 East and Lone Rock Drive., fencing shall consist of precast concrete, 6 feet in height, with a faux-stone architectural treatment, color and texture to highlight the thematic elements of the development. The roadside shall also be landscaped, per the adopted Draper City Street Tree Plan, with additional shrubs, trees, vines /ivy to provide visual relief and interest along the fence.

p. **Open Space/Landscape Treatments.** In order to enhance the uniqueness and beauty and distinctive terrain, the Property is subject to the following Open Space restrictions.

q. **Community Park.** A community park will be constructed with specialty landscaping, irrigation, trails, benches, playground equipment, pedestrian lighting, and a small pavilion. This formal park area is approximately 4.75 acres, including the trail connection to the east. Declarant shall construct this park in phase with adjoining lots. Draper City will be responsible for long-term maintenance.

r. **Fort Street Parkway.** A pedestrian -friendly trail connection to Fort Street will be constructed at the time of 13200 South is tied into Fort St. Initial amenities provided include landscaping, irrigation, trails, pedestrian crossing, lighting, and benches. Draper City will be responsible for long term maintenance.

s. **Corner Canyon Creek.** A 72-ft wide property owned by Draper City, forming the southern boundary of Bellevue. The City's Master Parks and Trails Plan as well as Storm Drain Master Plan indicates improvements are planned for this property.

t. **Corner Canyon Creek Pocket Park.** The Declarant will provide approximately 0.6 acres of park / open space at the southwest corner of the project. The Declarant shall provide the underlying land as well as grading and initial amenities including a tot-lot type playground, asphalt trails, benches, landscaping and irrigation. A secondary use of the park is storm-water detention. Maintenance shall be the responsibility of Draper City.

u. **Pedestrian Circulation Trails.** As illustrated in figure "13" of the Bellevue Residential Special District Zone bearing the date March 24, 2003, the development features an extensive pedestrian circulation system which links together the various Open Space elements of the project. Figure 14 illustrates the roadway nodes which include specialty concrete paving areas, benches, wrought iron fencing, vinyl rail and high quality landscape elements. The Bellevue Homeowners Association shall maintain interior trail connections. Publicly accessible trails such as those at Comer Canyon Creek, 13200 South, 300 East, Lone Rock Drive, Fort St. parkway and the tow parks shall be maintained by Draper City to the same level of care as the interior trails.

15. **Roadways, Streets and Landscape Treatments.** In order to enhance the utility, natural beauty and economy of the Property:

a. **13200 South.** Shown on the Draper City Master Transportation Plan as a "Major Collector", with proposed total right of way width and landscape and trail treatments. An asphalt trail, 8 feet wide, runs along the north side of the road from 300 East to 700 East, at which point it will cross to the south side, through the proposed Community Park, connecting to Fort Street through the proposed Fort St. Parkway. A meandering sidewalk will be located on the south side of 13200 South, from 300 East to 700 East, and shall be 5 feet wide. A 12 to 13 foot wide park strip area, landscaped and irrigated shall be constructed between the back of curb and the fence/wall.

b. **300 East.** Major collector status. An extended trail, park strip, and fence -- approximately twenty-three (23') feet wide from back of curb -- will be constructed on the east side of 300 East from 133200 South to Comer Canyon Creek. The trail will be eight (8') feet wide, meandering asphalt path. Draper will provide a pedestrian crosswalk linking Smith Fields Park and the Comer Canyon Creek Pocket Park.

c. **Lone Rock Dr.** Minor Collector status. This street, which provides a connection between 500 East and 700 East, is proposed to have a 76-foot right-of-way. A round-a-bout is proposed at the location shown on the concept plan. The street will be constructed with a 40-foot paved roadway (back of curb to back of curb) and will include a 5-foot walk and 6-foot park strip on the west side, and an eight (8') foot asphalt path. within a twenty-five (25') foot landscaped area on the east side.

d. **Typical Local Street.** Throughout the development, local streets will be constructed with a 55-foot total dedicated width, with a roadway section of 30 feet as measured from back of curb to back of curb. This slight road narrowing from the

Draper City standard is to provide a traffic calming effect There will be a seven and one-half (7.5') foot park strip and a five (5') foot sidewalk on each side of the road. Street trees have been selected from the Draper City Street Tree Plan which are approved seven and one-half (7.5') foot park strip. Public utility easements are contained within the park strip on both sides of local streets. This local street cross-section will be expanded to approximately 40' adjacent to the elementary school to provide on-street parking.

16. **Procedures for Approval of Plans and Specifications.** Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements for any Dwelling, Building or structure, including by way of illustration but not limitation all primary Dwellings and Accessory Buildings, shall be submitted to and approved by the ARC *in writing and in advance* of the commencement of construction. The ARC may consult or, in its sole discretion, require the neighbor's approval in writing of a proposed Accessory Building. In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ARC members change over time. In the event that the ARC fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved; however, anything to the contrary notwithstanding, no Dwelling or Assesory Building shall be constructed or altered unless it meets the minimum requirements set forth herein. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

17. **Ivory Homes Catalogue.** Every home design, plan or specification contained within the then current Ivory Hornes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required.

18. **Preliminary Architectural Drawings, Plans and Specifications.** The ARC may require, as a minimum, the following:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the Dwelling.
- d. One major section through Dwelling.
- e. A perspective (optional).

f. Specifications of all outside materials to be used on the exterior of the Dwelling.

19. **Final Plans and Specifications and Working Drawings.** The ARC may require, as a minimum, the following:

a. Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

b. Detailed floor plans.

c. Detailed elevations, indicating all materials and showing existing and finished grades.

d. Detailed sections, cross and longitudinal.

e. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addenda or riders noting the colors of all materials to be used on the exterior of the Dwelling.

20. **No 'waiver of Future Approvals.** The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

21. **Variance.** The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

22. **Limitation of Liability.** Neither the Declarant nor the ARC, or any of their employees, agents, representatives or consultants shall be responsible in any way for violations of Draper City codes, which shall in all respects govern and control, nor any defects in any plans or specifications submitted, revised or approved in accordance

with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant and the ARC, and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

23. **Enforcement of Architectural Guidelines.** While the ARC will not police architectural issues, it will address complaints made to it in writing by Owners and any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the ARC an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser.

24. **Contractors.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the ARC from the Subdivision, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the ARC or the Declarant, nor their employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.

25. **Common Utilities.** The Declarant may provide water and power utility services to the Entry, Entry Monument and other common elements at its expense (the "Common Utility Service"). Such Common Utility Service shall be maintained and paid for by the ARC as a Common Expense; provided, however, the Declarant ARC may elect to provide such Common Utility Services through a meter or meters on an individual Lot or Lots and, if so, each such Owner agrees, by accepting a deed or other document of conveyance to such Lot, to provide, and not terminate, delay or interrupt, those Common Utility Services to the Entry, Entry Monument or other common elements not separately metered and billed to the ARC by the provider, although in such circumstance the Owner of each such Lot shall be entitled to the following credits:

a. **Water.** A monthly credit an amount equal to the difference between the water bill for each such Lot and the average water bill for all of the other Lots in the Project; and

b. **Power.** A monthly credit in an amount equal to the greater of (1) \$5.00 or (2) a sum equal to the number of watts in the light bulb, multiplied by

the Kilowatt rate of the local power company, multiplied by 4,000, divided by 1,000, and divided by 12.

26. **Easements.**

a. **Grant of Easement.** Declarant hereby reserves to itself and grants to the Association, a non-exclusive, perpetual right-of-way and easement over, across and through the Subdivision.

b. **Common Nature of Easement.** The foregoing easement is intended to be used in common by the Association, Declarant and each Owner, subject to all of the terms, covenants, conditions and restrictions set forth herein.

c. **Private Nature of Easement.** The foregoing easement is intended to be used as a private non-exclusive easement for the benefit of Declarant, the Association and the individual Owners.

d. **Encroachments.** If any part of the Common Area and Facilities encroaches or shall hereafter encroach upon a Building or Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Building encroaches or shall hereafter encroach upon the Common Area and Facilities, or upon an adjoining Building or Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Area and Facilities, Buildings or Lots. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Subdivision, by error in the Final Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Subdivision or any part thereof.

e. **Improvements.** Because physical improvements to the Property may encroach upon portions of the Buildings, Lots, or the Common Area and Facilities a perpetual easement for such encroachment necessary or appropriate to maintain, repair or replace such improvements is hereby granted.

f. **Rights of Access and Support.** Each Owner shall have the right to ingress and egress over, upon and across the Common Area and Facilities as necessary for access to his Lot, and he shall have the right to the horizontal, vertical and lateral support of his Lot.

g. **Declarant's Easement.** The Declarant hereby reserves to itself, and its affiliates and assignees, an exclusive easement to make such use of the Common Area and Facilities as may be necessary or convenient to perform the duties and functions that each is obligated or permitted to perform pursuant to the Declaration, including, without limitation, the right to construct and maintain the Common Area and Facilities for use by the Association and Owners.

h. **Construction Easements.** The Declarant hereby reserves for itself and its affiliates and assignees a temporary construction easement over the Common Area and Facilities for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Subdivision including all physical improvements as well as all Buildings and Lots. The Owners by acceptance of a deed or other document of conveyance to a Suite do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their property until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, Declarant shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners. Declarant's construction activities pursuant to the easement granted hereunder shall not be considered a violation of the Use Restrictions.

i. **Locations Facilities Easements.** Declarant hereby reserves to itself a non-exclusive easement for itself and its affiliates and assignees to construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Subdivision. Declarant further reserves a right of access to the Locations of Facilities over, across, and through all other Common Area and Facilities in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner, Mortgagee or the Association. The Association, for itself and on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

j. **Entry and Entry Monument Easement.** Easements for the Entry Monument and corresponding utility and drainage systems and facilities, and irrigation are reserved hereby and on the recorded Final Plat. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Declarant and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass.

k. **Drainage Easement.** Subsurface water drains may be installed at the option of the Declarant. All plans for such subsurface drains proposed by the Declarant shall be reviewed and approved by the Draper Planning

Commission and Draper City Council. All such subsurface drains shall meet the minimum requirements for design and construction of such drains, as specified by Draper City. Upon final inspection and approval by the Draper City Engineer of such subsurface water drainage system, the Association shall thereafter maintain the system at its cost, which includes all repairs and replacements. The Association may contract with Draper City or other persons or entities to provide for maintenance of the system. The cost will be a Common Expense and should be included in the annual operating budget and reserve account. No Owner or resident may do any grading, landscaping or related work, or install any structure, building, improvement, or plant any tree, bush or shrub, or place any other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of system, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If the system or a drainage channel is altered by an Owner, then the Association may, without further notice or warning, enter onto the property to restore the system or channel at the cost of the Owner, and without being guilty of a trespass. In addition, if the landscaping within the easement and right of way area is located within the boundaries of a Lot, then the Lot Owner shall maintain the easement area in good condition continuously and at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

27. **Use Restrictions and Nature of the Project.** The Property is subject to the following use restrictions which shall govern both the architecture and the activities within the Project:

a. **Private Residence.** No Lot shall be used except for residential purposes.

b. **Business Use.** No resident may operate a commercial trade or business in or from his Unit with employees of any kind or with customers who are not residents of the Project, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Unit. No commercial trade or business may be conducted in or from a Unit unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the ARC, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the ARC. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

c. **Storage and Parking of Vehicles.** The driving, parking, standing, and storing of motor vehicles in, on or about the Project is governed and regulated by the Project Documents, including:

1. The parking rules and regulations adopted by the ARC, as they may be amended from time to time;

2. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any driveway or Dwelling or to create an obstacle or potentially dangerous condition.

3. No Resident shall repair or restore any vehicle of any kind in, on or about any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

4. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

5. All garages shall be used primarily for the parking and storage of vehicles.

6. Except as otherwise provided herein, no person shall park a vehicle or other conveyance upon any street within the subdivision for more than a continuous twenty-four (24) hour period.

7. All motor vehicles parked so as to be visible from the street or another Lot must be undamaged (less than \$1,000.00 to repair), in good mechanical condition, registered, and licensed.

8. Except as otherwise expressly permitted, motor vehicles may not be "stored" so as to be visible from the street or another Dwelling. This includes by way of illustration but not limitation unregistered, unlicensed, abandoned, disabled, or damaged (\$1,000 +) motor vehicles.

9. Except for purposes of loading or unloading passengers or supplies, for a period of time not to exceed twenty-four (24) hours, all Recreational, Commercial, and Oversized Vehicles may be stored on a properly constructed Parking Pad provided (a) the Vehicle is in good running condition and properly licensed and registered, (b) the Parking Pad is located in the rear yard (i.e., behind the front of the house), and (c) a proper Parking Pad Fence has been installed. Eighteen-wheel semi trailers and similar oversized transportation devices are not allowed.

10. Eighteen wheeled semi-trailers or other similar transportation devices are not allowed.

11. Vehicles parked in violation of this Declaration may be immobilized, impounded, or towed by the ARC or its designee without further notice and at the owner's sole risk and expense.

d. **Garbage and Refuse Disposal.** No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored behind the front plane of the residence or out of sight except for a twenty-four (24) hour period on pick up days. No commercial dumpster may be placed at a residence for a period longer than seven (7) continuous days, without obtaining ARC approval. Any dumpster placed at a residence must not be parked or station in such a manner so as to block access to any driveway or Dwelling or to create an obstacle or potentially dangerous condition.

e. **Aerials, Antennas, and Satellite Systems.** All exterior aerials, antenna and satellite dishes (collectively "antenna") must be positioned so that they are screened from view from the street. No antenna shall be erected, maintained or used in, on or about any Dwelling, outdoors and above ground, whether attached to or on top of any building, structure, Dwelling, or otherwise, within the Project without the prior written consent of the Declarant or ARC, which shall not be unreasonably withheld. If there is a conflict between this subsection and the FCC guidelines, the latter shall in all respects govern and control. In making its decisions, the Declarant and/or ARC shall abide by and be subject to all relevant local, state and federal laws, including but not limited to all FCC guidelines, rules and regulations as they may be amended or supplemented from time to time.

f. **Animals and Pets.** Residents may not maintain more than three (3) dogs and/or three (3) cats at any one residence within the community. All pets must be properly licensed and registered with the City of Draper. No pets, animals, livestock, or poultry of any kind may be commercially bred at the Project. Up to two (2) domestic pets as that term is defined by City ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts may constitute a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Project and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents; or (10) violation of City pet ordinance.

g. **Laws.** Nothing shall be done or kept in, on or about any Lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

h. **Damage or Waste.** Each Owner shall repair any damage he or any other residents, guests, or invitees of his Lot may cause to another Owner, Lot, or Dwelling, and promptly restore the property to its original condition.

i. **Signs.**

1. No sign, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or Lot except for a single sign with a maximum size of 4' x 4' for specific purpose of advertising the sale of a Dwelling Unit. "For Rent" or "For Lease" signs in the Common Area, on a Lot, or showing from a Dwelling Unit are strictly prohibited." The Association does not prohibit the display of political endorsement and local school athletics and academic participation, if the care of the signs is consistent with Subdivision's standards, federal, state, and city law.

2. The Association may not prohibit the display of a U.S. flag inside a Unit or Limited Common Area, if the care of the flag and display is consistent with federal law. The Association may control and restrict the display of a flag in the Common Area. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Unit.

j. **J. Zoning.** All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Project land use and buildings.

k. **Nuisances.** No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

l. **Temporary Structures.** No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.

m. **Entry Monument.** If an Owner purchases a Lot which includes a common improvement, including by way of illustration but not limitation an Entry, Entry Monument, planter, planter box, planter strip, perimeter fence, wall, street light, exterior lighting or other landscaping treatment of any kind, shall, at his sole expense, maintain such common elements in good condition, and may not improve his property or place any plant, hedge, tree, bush, shrub or object, natural or artificial, behind, to the side or in front of such improvement or feature or so as to impair, obstruct, block or impede the view or purpose of the Entry, Entry Monument or other improvement, planter box, landscaping strip, or any such special landscaping feature.

n. **Chimes and Musical Sound Makers.** Chimes, dream

catchers, bells, tubes or other objects hung vertically outside the Dwelling Unit which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited.

o. **Owner-Occupied.** In order to maintain the value of the purchased property and subdivision, a Dwelling Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Unit occupied by one of the following: (a) The vested owner (as shown on the records of the Salt Lake County Recorder); (b) The vested owner and/or his spouse, children or siblings; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

p. **Leases.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Dwelling Units is subject to the following covenants, conditions and restrictions:

1. Renting rules and regulations adopted by the Management Committee, as they may be amended from time to time.

2. No Owner may lease or rent his Dwelling Unit for a period of one (1) year from the date of closing.

3. No Owner shall be permitted to lease his Dwelling Unit for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Dwelling Unit, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the Management Committee.

4. "For Rent" or "For Lease" signs are prohibited.

5. The Management Committee must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in violation of the Project Documents shall be considered "non-conforming" and, as such, voidable by the Management Committee.

6. The Association may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Project Addendum, approved by the Association (or include specific terms in their leases); and the ARC may impose a review or administration fee on the lease or transfer of any Lot.

7. Other than as stated in this Section, there is no

restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Dwelling Unit.

q. **View Impairment.** Neither the Declarant nor the ARC guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Declarant nor the ARC shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

28. **Fines.** After written notice of the violation and a hearing, the Management Committee may fine or otherwise sanction an Owner for his failure to comply with this Declaration or any rules and regulations adopted by the Management Committee from time to time.

29. **Declarant's Sales Program.** Notwithstanding anything to the contrary, until the termination of the Period of Declarant Control neither the Owners nor the Declarant shall interfere or attempt to interfere with Declarant's completion of improvements and sale of all of its remaining Lots and Dwellings, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Lots and Dwellings owned by it. The Declarant reserves the right to construct a swimming pool and/or other recreational amenities in the Project.

a. **Sales Office and Models.** Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots, Homes or Dwelling at any one time. Such office and/or models may be one or more of the Lots owned by it, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing;

b. **Promotional.** Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property.

c. **Relocation and Removal.** Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the occurrence, Declarant shall have the right to remove from the Subdivision any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort.

d. **Limitation on Improvements by the ARC.** Until the termination of the Period of Declarant Control, neither the Owners nor the Declarant shall, without the written consent of Declarant, make any improvement to the

Subdivision or alteration to any improvement created or constructed by Declarant.

e. **Declarant's Rights Assignable.** All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or Dwellings in the Subdivision title to which is vested in Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protection and controls which are accorded to Declarant (in its capacity as Builder) herein.

30. **Insurance.**

a. The Association *shall* secure and at all times maintain the following insurance coverage:

1. Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurance replacement value of all improvements, if any, comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "Bellevue Homeowners Association, for the use and benefit of the individual Members, Lot Owners and Mortgagees, as their interests may appear."

2. A comprehensive general liability insurance policy insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may rise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000 Combined Single Limit Each Occurrence for bodily injury and property damage liability and not less than \$2,000,000 General Aggregate. Non-owned and Hired automobile liability is to be included with \$1,000,000 limits of liability each accident. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

3. Directors and Officers coverage for no less than \$1,000,000 limits of liability per occurrence and annual aggregate.

4. A fidelity bond or employee's dishonesty policy/endorsement.

b. The following additional provisions shall apply with respect to insurance:

1. In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to

the Property in construction, nature and use.

2. All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

3. The Association shall have the authority to adjust losses.

4. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

5. Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

6. In the event of a conflict, inconsistency or incongruity between the provisions of this Section and applicable Utah law, the latter shall in all respects govern and control.

31. **Interpretation.** To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the term "shall" is mandatory and the term "may" is permissive, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

32. **Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit the Declarant and all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

33. **Enforcement and Right to Recover Attorney's Fees.**

a. Should the Association, Management Committee or an aggrieved Owner be required to take action to enforce or construe the Declaration or any rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue.

b. The Management Committee may exercise its business judgment in deciding whether to impose sanctions or pursue legal action against violators and shall consider common concerns when taking or deciding not to take formal action, such as a weak legal position, conflict with current law, technical violations, minor or collateral issue, and whether or not it is in Association's best interests to pursue the matter and, if so, to what extent.

34. **Limitation of Liability.** The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the ARC, are established for the benefit of the Property and the Owners. All damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or the Committee or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot. The Committee and its members shall be indemnified, saved and held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the ARC, or for decisions that they may render during the course of their service, unless said party is guilty of gross negligence.

35. **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

36. **Amendments.** The Declarant may unilaterally amend the Declaration at any time. In addition, this Declaration may be amended upon the affirmative written approval of at least a majority of the Owners of the Lots and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah; provided, however, (a) so long as Declarant shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without its express prior written consent, and (b) any amendments affecting fencing, grading, or any Draper City Ordinances shall require the prior written consent of Draper City. Provided, however, the foregoing Mortgagee Protection section cannot be amended without the consent of all first mortgagees.

37. **Duration.** The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive

EXHIBIT "A"
LEGAL DESCRIPTION

The real estate referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Bellevue Phase 1, Lots 101-156, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 2, Lots 201-228, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 3, Lots 301-352, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 4, Lots 401-456, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 5, Lots 501-536, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 6a, Lots 601-620, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 6b, Lots 621-643, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 7a, Lots 701-734, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 7b, Lots 735-770, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

EXHIBIT "B"

**BYLAWS OF
BELLEVUE HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

Section 1.01 Name and Location. The name of the association is Bellevue Homeowners Association (the "Association"). The principal office of the corporation shall be located at 978 East Woodoak Lane, Salt Lake City, UT 84117, but meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION**

Section 3.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Association may be called at any time by the President, by a majority of the Members of the Board of Directors, or by a petition signed by $\frac{1}{4}$ of the Lots.

Section 3.03 Notice of Meetings. Written notice of a meeting of the Association, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. Owners present in person or by proxy at a meeting of the Association shall constitute a quorum for all purposes.

Section 3.05 Proxies. At all Association meetings, each Owner may vote in person or by proxy on all matters except for voting for Board of Directors or changes to the CC&Rs. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall be valid only for the meeting for which it is provided.

Section 3.06 Board of Director Elections. All Elections of Members of the Board of Directors shall be conducted via written ballot, with each Owner entitled to one vote. Voting may be electronically if the form of the ballots are approved by the current Board of Directors at least thirty-five (35) days prior to the Election. Individuals must also declare their candidacy by submitting a Statement of Interest to the Board of Directors at least thirty-five (35) days prior to the Election. The Association will send a hardcopy and/or electronic written ballot with the Statement of Interests to all Owners at least thirty (30) days prior to the Election. Ballots shall be counted by a committee selected by the Board of Directors. The Board of Directors will announce the results of the Elections immediately upon the counting of the submitted Ballots. The term of the new Board Member will begin the day the voting results are announced and shall continue until the expiration of the two (2) year term.

ARTICLE IV
BOARD OF DIRECTORS AND TERM OF OFFICE

Section 4.01 Number. The affairs of the Association shall be managed by a Board of Directors comprised of three (3) natural persons. Each Member must be duly qualified and appointed or elected. The initial Members of the Board of Directors are Christopher P. Gamvroulas, Bradley T. Mackay and John Cahoon.

Section 4.02 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete his term of office.

Section 4.03 Removal. A Member of the Board shall be automatically removed from the Board if s/he misses three (3) regularly scheduled Board meetings in a row or seventy-five percent (75%) of the regularly scheduled Board meetings in a twelve (12) month period. In addition, a Member of the Board may be removed by a majority of the Owners present in person or by proxy at a meeting of the Owners called for that purpose at which a quorum is present.

Section 4.04 Term of Office. Each Member on the Board of Directors shall serve a term of two years; provided, however, at the initial meeting of the Association after the termination of the Period of Declarant's Control, two of the Directors shall be elected for two (2) year terms and one for a one (1) year term. Thereafter all Directors shall be elected for a two (2) year term.

Section 4.05 Compensation. No Member shall receive compensation for any service he may render to the Association as a Director, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

Section 4.06 Annual Meeting. The Board of Directors shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 4.07 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Members of the Board of Directors.

Section 4.08 Voting. Each Member shall have one vote.

Section 4.09 Proxies. A Director may give a written proxy to another member of the Board of Directors if he or she is unable to attend a meeting.

Section 4.10 Managing Member. During the Period of Declarant's Control, the Board of Directors shall have a Managing Member. The initial Managing Member shall be Christopher P. Gamvroulas. The Managing Member is hereby appointed the agent of the Board of Directors and is granted the right, power and authority to act unilaterally on its behalf, anything to the contrary notwithstanding. This office and agency shall expire automatically upon the termination of the Period of Declarant's Control.

ARTICLE V
MEETINGS AND ACTION WITHOUT A MEETING

Section 5.01 Action Taken Without a Meeting. Any action that may be taken at any meeting of Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every Owner in accordance with Utah Code Ann., Section 16-6a-707 (2002) as it may be amended from time to time (or a written ballot is delivered to every member of the Board of Directors. The ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. The number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The parties must be provided a fair and reasonable amount of time before the day on the Association or Board of Directors must receive ballots. An amount of time shall be considered fair and reasonable if the Owners (or members) are given at least 15 days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; Owners (or members) are given at least 30 days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail' or considering all of the circumstances, the amount of time is otherwise reasonable. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 5.02 Action by Written Ballot. Any action that may be taken at any meeting of the Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter in accordance with Utah Code Ann., Section 16-6a-709 (2002) as it may be amended from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 5.03 Meetings by Telecommunications. Persons participate in a meeting of the Owners or Board of Directors by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.03 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing, the Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V, including

Section 6.03.1 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such Assessments in accordance with the Declaration. The Board may levy special assessments, in addition to annual assessments, up to or equal to \$5,000 (to be divided equally among all Lots) in a calendar year. Special assessments exceeding \$5,000 (to be divided equally among all Lots) in a calendar year must be approved by a majority of the Owners present in person or by proxy

at a meeting duly called for such purpose.

Section 6.03.2 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

- a. Maintain and repair in an attractive, safe and functional condition the Common Areas and Facilities;
- b. Pay all taxes and Assessments levied upon the Common Areas and Facilities and all taxes and Assessments payable by the Association;
- c. Obtain any water, sewer, gas and electric services needed for the Common Areas and Facilities; and
- d. Do each and every other thing reasonable and necessary to operate the Common Areas and Facilities and the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.01 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Members of the Board of Directors.

Section 7.02 Election of Officers. The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

Section 7.03 Term. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 7.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.07 President. The president shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out; (c) sign all contracts; and (d) serve as the Delegate to the Master Association if required.

Section 7.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Association, (d) keep appropriate current record showing the Members of the Association together with their addresses; (e) serve as the Delegate to the Master Association if the President is unable to do so; and (f) perform such other duties as may be required by the Board of Directors.

ARTICLE VIII COMMITTEES

Section 8.01 Committees. The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

Section 9.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Tract, and the administration of the Tract, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 9.02 Signatures. The Board of Directors shall determine who is required to sign checks, drafts, contracts, and legally binding agreements.

Section 9.03 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a Director or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered by the bookkeeper or accountant to each Director. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

Section 9.04 Audit. Either a (a) majority vote of the Members of the Board of Directors or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Association.

Section 9.05. Production of Records. The Association shall: (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred; and (b) make those records available for examination by any Owners at

a convenient hour during the regular work week no later than fourteen (14) days after the Owner makes a written request to examine the records.

ARTICLE X
AMENDMENTS

Section 10.01 Amendment to Bylaws. These Bylaws may only be amended (a) unilaterally by the Declarant until the expiration of the Period of Declarant's Control; or (b) the affirmative vote of a majority of the members of the Board of Directors, or (c) a majority of the Owners. In the event of a conflict between the decision of the Owners and the Board, the former shall in all respects govern and control.

Section 10.02 Conflict. In the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the former shall in all respects govern and control.

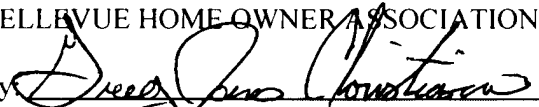
Section 10.03 Corporate Status. If the corporate status of the Association is suspended or dissolved for any reason, the Board of Directors may unilaterally reinstate or recreate the corporate status.

ARTICLE XI
FISCAL YEAR

Section 11.01 Miscellaneous. Unless otherwise determined by the Board of Directors, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 20th Day of August, 2021.

Dated the 24th day of October, 2022.

DECLARANT:
BELLEVUE HOME OWNER ASSOCIATION

By 
Name: G. James Christiansen
Title: Board Member

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

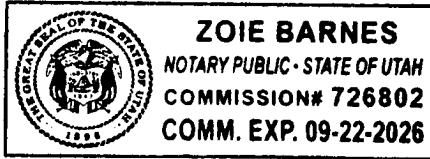
The foregoing instrument was acknowledged before me this 24th day of October, 2022 by G. James Christiansen, Board Member of the BELLEVUE HOME OWNER ASSOCIATION,
Amended and Restated Declaration

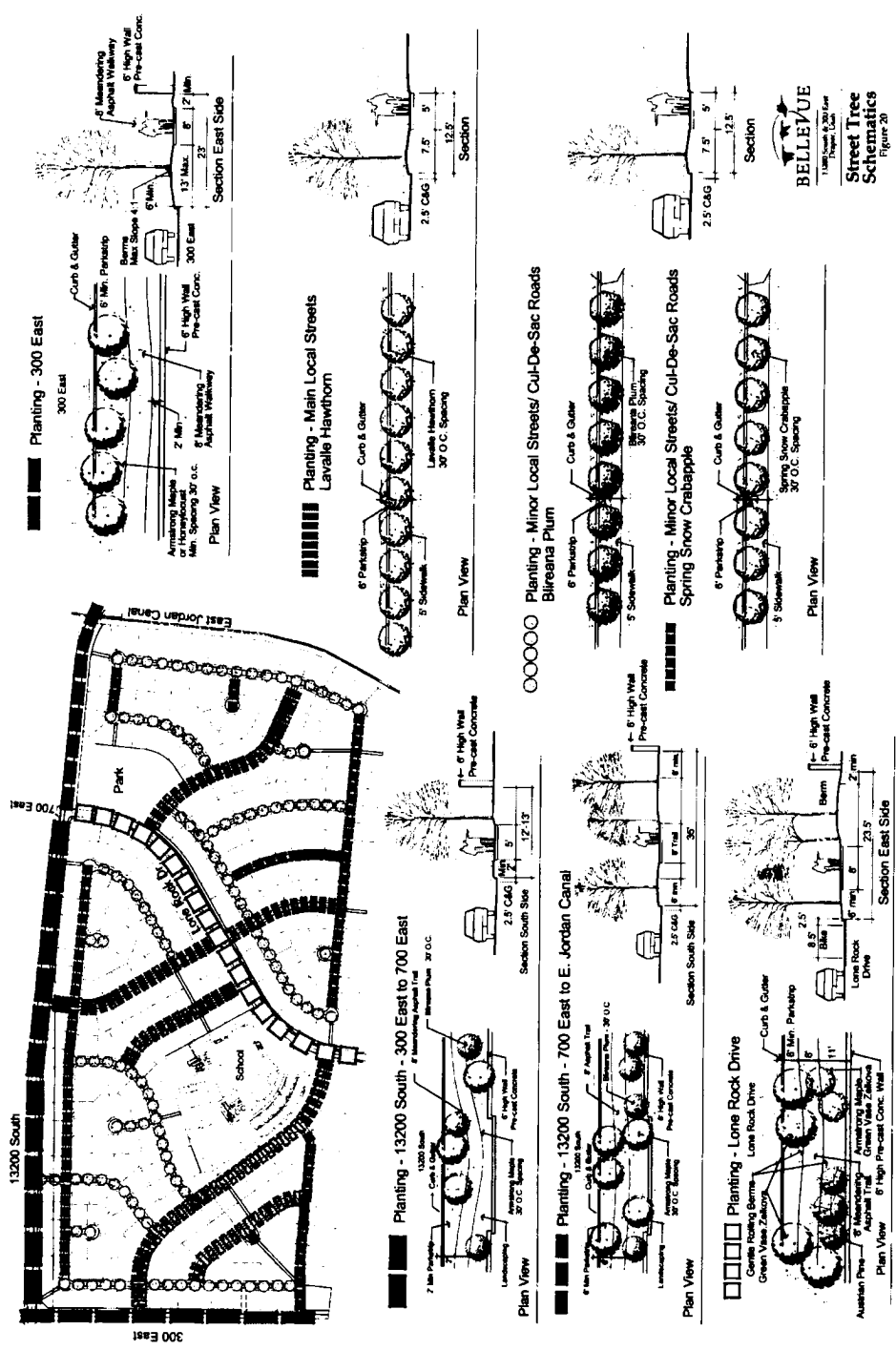
and said G. James Christiansen duly acknowledged to me that said ASSOCIATION executed the same.

Zoie Barnes

NOTARY PUBLIC

EXHIBIT "C"
STREET TREE PLANTING PLAN



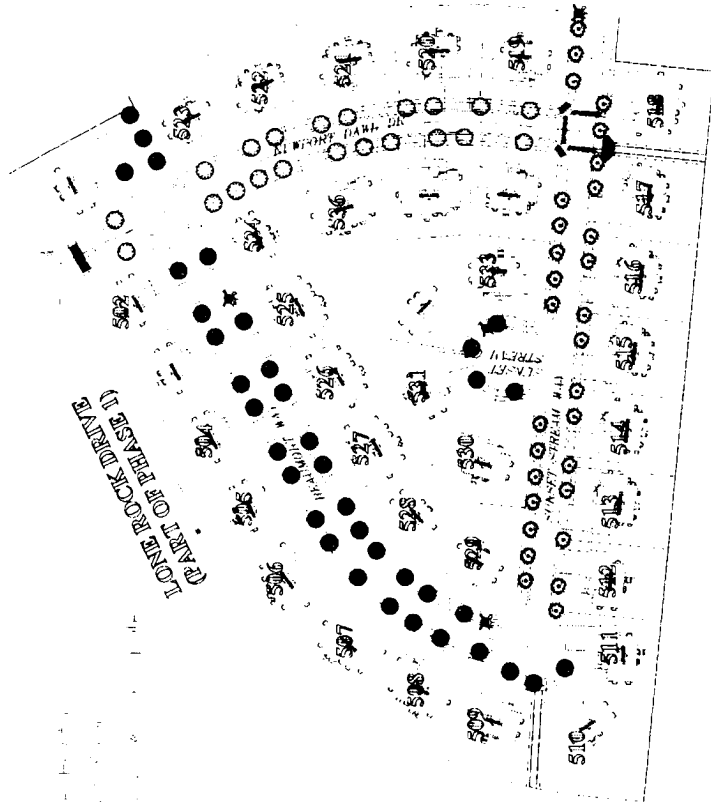


BELLEVOUE
 13800 South & 300 East
 Street Tree
 Schematics
 Figure 20

I V O R Y H O M E S A T
B E L E V U E P H A S E 5
 D r a p e r , U t a h



- Existing Home
- New Home
- ⊙ Future Development

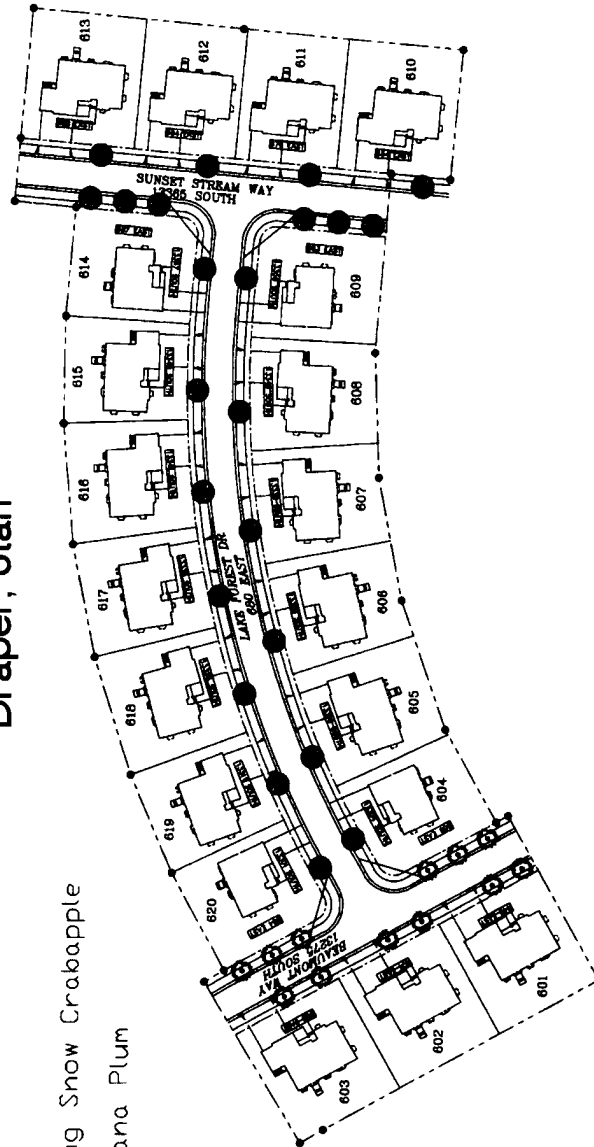



FUTURE
DEVELOPMENT

EXHIBIT B
I V O R Y H O M E S A T
BELEVUE PHASE 6A
 Draper, Utah



- Spring Snow Crabapple
- ⊗ Blireana Plum





FOCUS
ENGINEERING AND SURVEYING, LLC
100 WEST CENTER AVENUE
SUITE 200
ANN ARBOR, MI 48106-1501
734.769.1000
www.focus-engineering.com

BelleVue Phases 7A & 7B
Street Tree Plan

STREET TREE PLAN

M9

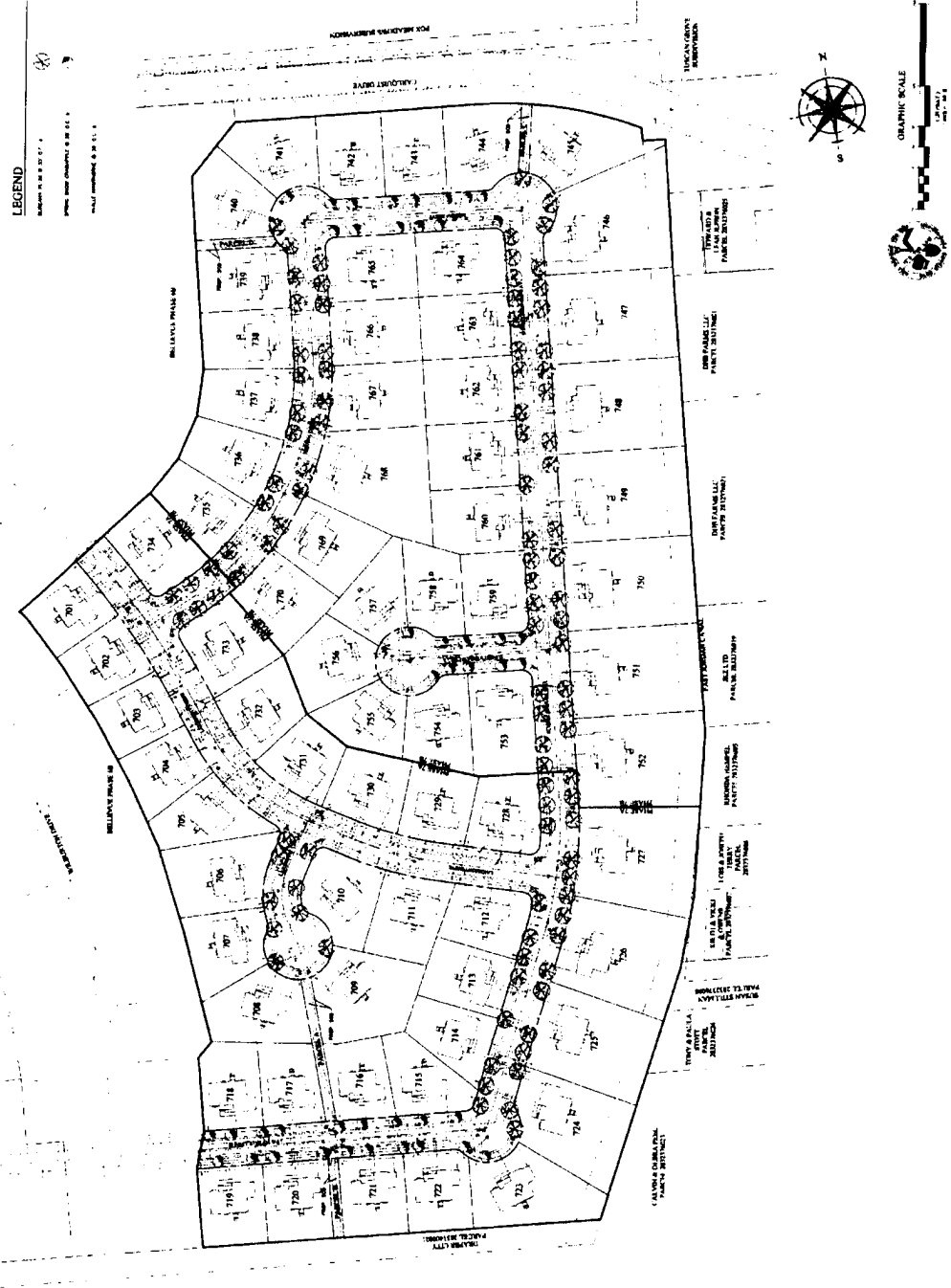
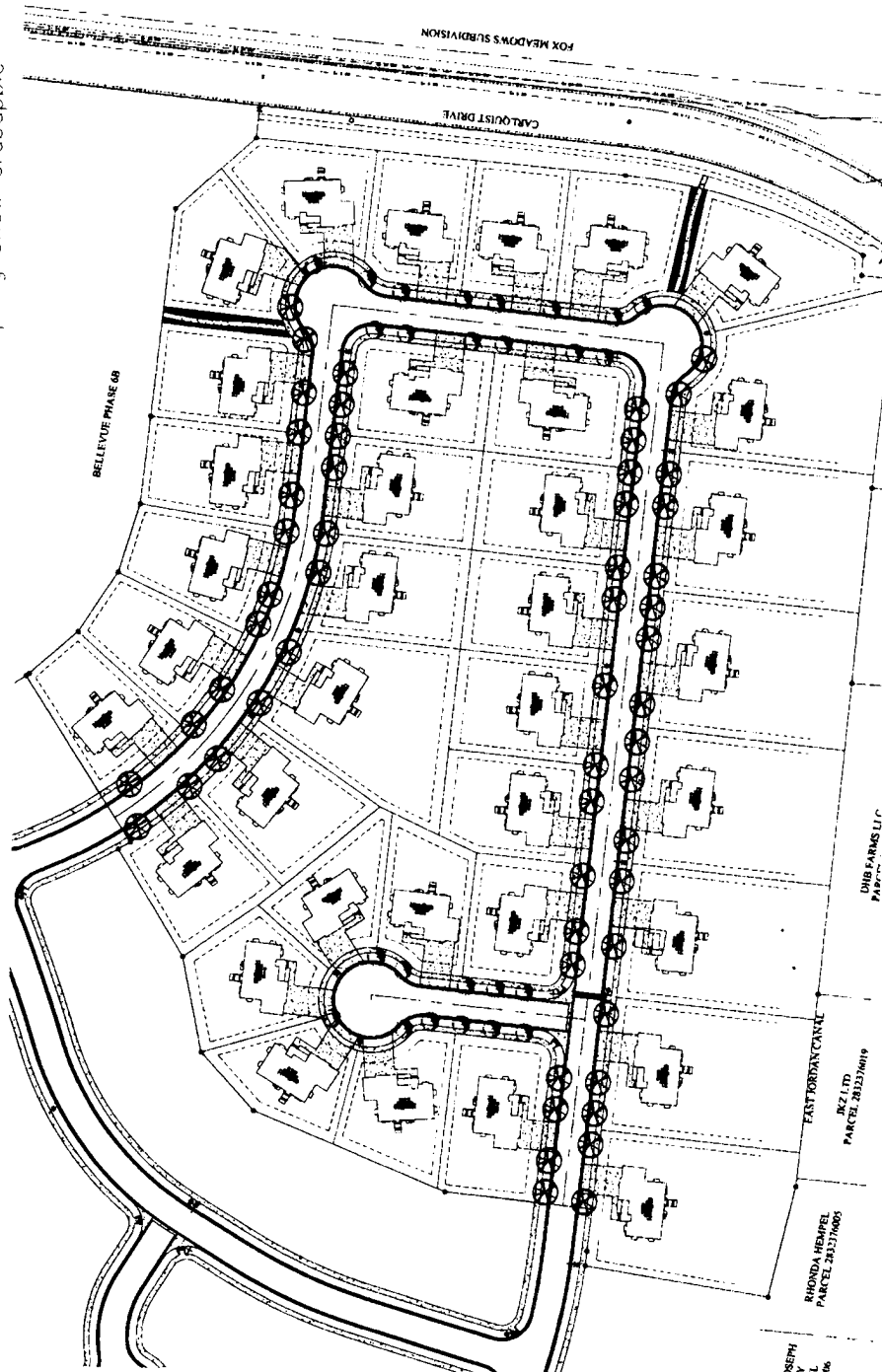


EXHIBIT B
 IVORY HOMES AT
BELEVUE PHASE 7B
 Draper, Utah

- ⊗ Blicana Plum
- ⊙ Spring Snow Crabapple



When recorded return to:
Gregory J. Christiansen
Guardian Law, LLC
833 E. Pioneer Road, Suite 102
Draper, Utah 84020

Tax ID No.'s:

28-31-404-003, 28-31-452-001 thru 006, 28-31-457-001 thru 003, 28-31-457-005 thru 013
28-31-456-001 thru 010, 28-31-453-001 thru 021, 28-31-455-001, 28-31-407-006 and 007
28-31-405-0 03, 28-31-405-001 and 002 56

28-31-404-004 thru 007, 28-31-404-009 thru 014, 28-31-406-001, 28-31-407-001 thru 005
28-31-405-004 thru 015 28

28-31-457-014 and 015, 28-31-455-003 thru 006, 28-31-455-008 thru 015
28-31-455-017 thru 019, 28-31-407-008 thru 025, 28-31-406-002 thru 006, 28-31-428-004
28-31-428-005, 28-31-429 -001 thru 011 53

28-31-429-012 thru 017, 28-31-429-019 thru 021, 28-31-431-001 thru 016, 28-31-428-006
28-31-430-001 thru 008, 28-31-430-010 thru 031 55

28-31-478-001, 28-31-477-005 thru 012, 28-31-477-014 thru 021, 28-31-477-023
28-31-480 -001 thru 005, 28-31-479-001 thru 013 36

28-31-478-002 thru 004, 28-31-480-007 thru 012, 28-31-477-024 thru 026, 28-32-352-001
28-31-481-001 thru 007 20

28-31-481-008 thru 015, 28-32-352-002 and 003, 28-32-351-011 thru 020
28-31-478-005 thru 007 23

28-32-351-022 thru 039, 28-32-352-004 and 005, 28-32-352-007 thru 013
28-32-353 -001 thru 006 33

28-32-354-002 and 003, 28-32-354-001, 28-32-303-004 and 005, 28-32-303-007 thru 011
28-32-303-0 13 thru 015, 28-32-352 -014 thru 018, 28-32-353-013 thru 022
28-32-304 -001 thru 004, 28-32-353-009 thru 012 36
36
340