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Paxton R. Guymon, Esq.
YORK HOWELL
10610 South Jordan Gateway, Suite 200
South Jordan, Utah 84095

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR**

THE ORCHARDS AT DIMPLE DELL

(a 25 Lot Residential Subdivision)

Sandy City, Salt Lake County
State of Utah

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
*THE ORCHARDS AT DIMPLE DELL***

This Declaration of Covenants, Conditions and Restrictions for The Orchards at Dimple Dell (this "Declaration") is made and executed this 16 day of January, 2025, by Dimple Dell Orchards, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. Declarant is the owner and developer of the real property located in Salt Lake County, Utah, described in the attached Exhibit "A." Declarant has obtained, or will obtain, subdivision plat approval to develop said property as a residential subdivision in Sandy City ("City"), Utah, to be known as "*The Orchards at Dimple Dell*," comprised of twenty-five (25) single-family residential lots (the "Project").

B. The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land and encumber the Project in perpetuity.

C. The Project will have certain areas and facilities that will be maintained by the owners association of this Project. The owners association will also be responsible for enforcing its architectural standards and collecting assessments as set forth in this Declaration.

D. The Project is subject to the Community Association Act, Sections 57-8a-101 et seq. of the Utah Code. The Project is not a cooperative and is not a condominium project. The Project is not subject to the provisions of the Utah Condominium Ownership Act, Sections 57-8-1 et seq. of the Utah Code.

E. Accordingly, Declarant adopts the following covenants, conditions, easements and restrictions to govern the development, use, maintenance, and management of the Project:

DEFINITIONS

Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the following meanings:

"Act" shall mean the Community Association Act (Title 57, Chapter 8a, Utah Code, as amended).

"Architectural Review Committee" or "ARC" shall mean the committee established for the purposes described in Article 4 of this Declaration.

"Articles" shall mean the Articles of Incorporation of The Orchards at Dimple Dell Owners Association, Inc., as such Articles may be amended from time to time.

“Association” shall mean The Orchards at Dimple Dell Owners Association, Inc., a Utah nonprofit corporation.

“Board” shall mean the Board of Directors of the Association, appointed or elected in accordance with this Declaration and the Bylaws.

“Builder” shall mean any natural person or legal entity that constructs or causes to be constructed a residential home (or “Unit”) on a Lot in this Project.

“Bylaws” shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit “B,” as amended from time to time.

“Common Areas and Facilities” shall mean Parcel A (as shown on the Plat), the stormwater detention facilities (including the underground stormwater retention/detention improvements) installed within the Project, the public access trail between Lots 10 and 11 (as recorded with the Salt Lake County Recorder’s Office), the storm drain easements along the back portions of Lot 11 and Lot 19 (as shown on the Plat), and the sewer lift station located within the Project. These are the only items constituting Common Areas and Facilities which the Association is responsible to maintain, manage, and repair. The Association shall keep such Common Areas and Facilities in good condition and repair. The streets in the Project are public roads.

“Common Assessments” shall mean those assessments described in Section 1.8 (including the subsections thereof) to fund the Common Expenses and include Regular Common Assessments and Special Assessments.

“Common Expense Account” shall mean one or more deposit or investment accounts of the Association into which are deposited the Common Assessments.

“Common Expenses” shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities, and to manage the Association, and all other expenses denominated as Common Expenses by this Declaration or by the Act.

“Declarant” shall mean Dimple Dell Orchards, LLC, a Utah limited liability company.

“Declarant Affiliate” means any person directly or indirectly controlling, controlled by or under common control with Declarant, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which Declarant (or another Declarant Affiliate) is a general partner, managing member or controlling shareholder.

“Design Guidelines” means the Design Guidelines and Requirements attached hereto as Exhibit “C” and shall be enforced by the Architectural Review Committee of the Association.

“Exempt Lot(s)” shall mean each Lot in the Project while owned by Declarant or a Declarant affiliate, until the earliest to occur of (i) the acquisition of title to the Unit by a person or entity other than Declarant or a Declarant Affiliate, or (ii) the one hundredth (100th) day after the municipal authority having jurisdiction thereover issues a certificate of occupancy for a Unit on the Lot owned by Declarant or a Declarant Affiliate.

“Improvement” means every structure, feature or improvement of any kind placed or constructed in the Project, including but not limited to any Unit (residence), building, garage,

lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, recreational amenity, irrigation or drainage feature, storage structure or other product of construction and landscaping.

“**Lease**” shall mean any agreement for the leasing or rental of any Unit or Lot.

“**Lot**” shall mean each of the tracts of land designated as a “lot” on the Plat. Ownership of the Lot and the Unit (when constructed on the Lot) shall be inseparable. Any conveyance of a Lot shall operate to convey title to the Unit thereon. Likewise, any conveyance of a Unit shall operate to convey title to the Lot on which the Unit is located.

“**Manager**” shall mean the person, firm or company, if any, designated from time to time by the Association to manage the affairs of the Association and the Project. The Association is not required to hire a Manager, but is authorized to do so.

“**Owner**” shall mean any person or entity at any time owning in fee simple a Unit within the Project as such ownership is shown by the records of the County Recorder of Salt Lake County, State of Utah. The term “Owner” shall not refer to any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

“**Plat**” shall mean the subdivision plat of The Orchards at Dimple Dell, as approved by Sandy City and recorded in the Salt Lake County Recorder’s Office. The Plat may be amended only in accordance with the ordinances of the City.

“**Project**” or “**Property**” shall mean the real property described in Exhibit “A” hereto which will be platted and improved as a residential subdivision with twenty-five (25) single family lots and a parcel identified as Parcel A on the recorded Plat. The Project may be platted and developed all at once, or in phases, as approved by the City.

“**Regular Common Assessments**” shall mean the annual assessments levied by the Association to pay the budgeted Common Expenses, which assessments may be collected quarterly or monthly, as determined by the Board.

“**Special Assessments**” shall mean assessments, which the Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.

“**Unit**” shall mean each single-family dwelling constructed within the designated buildable area of a Lot within the Project. Unit means the residence constructed on each Lot.

ARTICLE I

ASSOCIATION MEMBERSHIP, GOVERNANCE AND POWERS

The Association shall be responsible for the use and governance of the Project. The Association shall also have the power to assess the Owners for all expenses related to the maintenance, regulation and preservation of Common Areas and Facilities, as provided below.

1.1 Formation. The Association shall be a nonprofit Utah corporation known as The Orchards at Dimple Dell Owners Association, Inc., and is charged with the duties and invested with the powers prescribed by law and as set forth in its Articles, Bylaws and this Declaration.

1.2 Membership. The Association shall be a membership association without certificates or shares of stock. The members of the Association shall be those persons or entities who are the Owners of Lots in the Project.

1.3 Governance; Authority. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint. Until the sales of all twenty-five (25) 25 Lots in the Project have been closed to Owners who are not Declarants or Declarant Affiliates (the "Sales Threshold"), the Declarant shall have full and exclusive authority to appoint and remove all members of the Board. Once said Sales Threshold has been reached, the period of Declarant control shall cease, and the Declarant (or its designee) shall call for election of at least three (3) Directors for terms of three (3) years or until their successors have been elected. Directors will draw lots to divide themselves into terms of one, two and three years, and they may serve consecutive terms if duly reelected. Declarant, in its sole discretion, may choose to relinquish its right to appoint and remove members of the Board prior to reaching the Sales Threshold, and may expand the Board to include interested and involved Owners so as to broaden and enable an orderly transition in Association governance. Except as otherwise provided herein, the Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

1.3.1 To make and enforce all rules and regulations covering the operation and maintenance of the Project and the Units.

1.3.2 To carry out through a Manager those of its functions which are properly the subject of delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association or Board, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Board, be authorized to perform any of the functions or acts required or permitted to be performed by the Board itself.

1.3.3 To engage the services of accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefore, and to appoint committees as determined by the Board.

1.3.4 To operate, maintain, repair, and replace the Common Areas and Facilities.

1.3.5 To determine and pay the Common Expenses.

1.3.6 To assess and collect the proportionate share of Common Expenses from the Owners, as set forth in this Declaration.

1.3.7 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

1.3.8 To open bank accounts on behalf of the Association and to designate the signatories therefor.

1.3.9 To bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Board.

1.3.10 To obtain insurance for the Association with respect to the Common Areas and Facilities, as determined by the Board.

1.3.11 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Board and to the operation of the Project.

1.3.12 To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Bylaws.

1.3.13 To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of the Common Areas and Facilities.

1.3.14 To prepare, adopt, amend and disseminate budgets of the Association and other information from time to time.

1.4 Protections for Board Members. Members of the Board, officers and any assistant officers, agents and employees of the Association, and members of the ARC (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; and (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith. When a member of the Board or ARC is sued for actions undertaken in his/her role as a member of the Board or ARC, the Association shall indemnify him/her for losses or claims, and undertake all costs of defense, until and unless it is proven that he/she acted with willful or wanton misfeasance or with gross negligence. After such proof, the Association is no longer liable for the costs of defense and may recover costs already expended from the member of the Board or ARC who so acted.

1.5 Owners Meetings. The Association will have an Annual Meeting in a manner and time determined by the Board. It may also have Special Meetings. Notice of any meeting shall be sent to Owners at their last known postal address or e-mail address not less than 15 days in advance of the meeting and will state the purpose, time, date, and place or electronic coordinates for the meeting. A quorum at any meeting for binding decision-making will exist if notice was properly given and at least 50% of Owners are present in person, by proxy or electronically. If a quorum is not present, a meeting may be held but no binding decisions shall be made until a future time within 30 days when a quorum is present or a majority of Owners subsequently approve any proposed decisions. The President of the Board will call and chair meetings of the Owners. Special Meetings of the Owners may be called by the President, Directors or by petition of at least 40% of the Owners. Minutes of meetings will be available to all Owners.

1.6 Voting. The affirmative vote of a majority of all Owners entitled to vote on any question shall constitute approval except for matters which specifically require more than a majority vote under the terms of this Declaration or the Bylaws of the Association. Each Lot that is part of this Project at the time of the vote (as shown on an approved, recorded Plat) shall be entitled to one vote. For each Lot owned by multiple Owners, such Owners must only cast one vote for the Lot. Subject to the right of Declarant to appoint and remove members of the Board, as set forth above, in any election of the Board, every Owner entitled to vote (multiple Owners of one Lot being entitled collectively to one vote only) shall have the number of votes for each Lot owned times the number of Board members to be elected. The candidates receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected. Until the Sales Threshold is reached or the Declarant relinquishes control of the Association, the Declarant's vote shall be definitive on any matter. Declarant or subsequent Board powers and control of the Association notwithstanding, it is the intention of this Declaration that Owners be regularly advised and consulted on all material matters of Association business.

1.7 Powers of the Association. Each Owner agrees that the Association has all of the powers granted to it by this Declaration and by the Act, as the same may be amended. Such powers shall include those identified elsewhere in this Declaration as well as, without limitation: levying Assessments; imposing liens on Lots for any unpaid or uncollected Assessments or penalties, and foreclosing any such liens, including liens resulting from non-conformity to the provisions of this Declaration. The Board shall represent and exercise all powers on behalf of the Association in ordinary matters and refer extraordinary questions to Special Meetings of the Owners.

1.7 Association Rules. By a majority vote of the Board, the Association may from time to time adopt, amend or repeal individual Rules and Regulations ("Rules"). The purpose of the Rules shall be to implement, supplement or otherwise carry out the purposes of this Declaration. The Rules shall be consistent with, and shall not contradict, the provisions and requirements of this Declaration.

Assessments

1.8 Assessments. In order to fund its purposes and activities, the Association shall have the power to determine and levy Annual Assessments beginning each year against each Lot to meet the approved expenditures of the Association. The Association shall comply with the provisions of Title 57, Chapter 8a, Part 3 of the Utah Code regarding assessments and the enforcement and collection of assessment liens. Notice of the Annual Assessment, including the forthcoming year's proposed budget, will be given in advance along with the notice of the annual meeting of the Association. The Association may also levy Special Assessments to cover unanticipated expenses, for example, but not by way of limitation, the cost of any reconstruction, repair or replacement of an existing improvement that is part of the Common Areas and Facilities. The making and collection of Common Assessments by the Association from Owners of Units for their share of Common Expenses shall be subject to the following provisions:

1.8.1 Each Owner, other than Declarant, by becoming an Owner of a Unit is deemed to covenant and agree to pay Assessments to the Association in accordance with this Declaration. Each Lot in the Project (except for Exempt Lots) shall be liable for an equal share of the Common Expenses of the Association. Two separate and distinct funds shall be created and maintained hereunder: one for operating expenses, and one for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds

received from Common Assessments shall be deposited into the Common Expense Account and used only for the purposes authorized in this Declaration.

1.8.2 Common Assessments shall include both Regular Common Assessments and Special Assessments. Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of this Declaration and the Bylaws. Regular Common Assessments shall be levied against each separate Unit annually.

1.8.3 In addition to the Regular Common Assessments, the Association may levy Special Assessments. However, in any fiscal year, except as otherwise provided in this Declaration, the Board shall not, without the vote or written assent of Owners, casting a majority of the Owners at a meeting or by written ballot, levy Special Assessments which in the aggregate exceed fifty percent (50%) of the budgeted gross expenses of the Association for that fiscal year. All Units within the Project, except Exempt Lots, shall pay an equal portion of any Special Assessment. The Board shall provide notice by first class mail to all Owners of any Special Assessments not less than fifteen (15) nor more than sixty (60) days prior to the date such Assessment is due. Special Assessments shall be paid as determined by the Board and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

1.9 Assessments on Lots Owned by Declarant. No annual dues or assessments shall be levied against Lots owned by Declarant or a Declarant Affiliate.

1.10 Assessments as Liens, Mortgagee Protection. Any assessment by the Association shall constitute a lien against the affected Lot in the Project. The Association shall have the right to foreclose on a lien against any affected Lot pursuant to the procedures available for judicial or non-judicial foreclosure for mortgages and/or trust deeds in the state of Utah whenever any assessment remains unpaid and is therefore in default for a period of more than 90 days. The lien of the Association against any Lot shall have priority from the date that the first Notice of Assessment Lien (or similar instrument) on a specific Lot is recorded in the office of the Salt Lake County Recorder and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay any assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot (in the event of a sale) without any obligation to first take recourse against the Lot and Unit to which the lien has attached. The legal and administrative costs of any foreclosure or non-judicial proceeding, interest on all amounts due and owing, and all late fees shall be added to the assessment amount past due and shall constitute part of the assessment. Interest may, at the discretion of the Declarant or Association, be charged on overdue assessments at a rate of 1.5% per month, beginning 30 days after such amount is due. In addition, a late fee of 5% of the assessment amount may be charged for each assessment installment paid 30 days or more after the installment is due. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts a deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed. However, all other successor Owners shall be deemed to assume the obligation to pay unpaid assessments on the Lot.

1.11 Foreclosure of Assessment Lien. The Association shall have the right (power of sale) to foreclose the assessment lien against the affect Lot in the Project. The Association may cause a Lot to be sold through nonjudicial foreclosure as though the assessment lien were a deed of trust in accordance with the provisions of Utah Code Ann. 57-8a-302 (as the same may be amended). The Association shall comply with the notice requirements set forth in Utah Code Ann. 57-8a-303 (as the same may be amended). In furtherance of such foreclosure rights, the Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien in accordance with the provisions of the Act. The Board hereby appoints Paxton R. Guymon, Esq., of York Howell, 10610 South Jordan Gateway, #200, South Jordan, Utah 84095 (or any successor legal counsel of the Association), as trustee for the purposes of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1 Utah Code Ann. and made applicable hereto by Title 57, Chapter 8a Utah Code Ann. Provided, however, the Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1 Utah Code Ann. The Declarant (and each Owner by accepting title to a Lot) hereby conveys and warrants pursuant to Utah Code Ann. Sections 57-1-20 and 57-8a-302 to Paxton R. Guymon, as trustee, with power of sale, the Lots and Units and all Improvements to the Lots and Units for the purpose of securing payment of Assessments under the terms of the Declaration. Each Owner also hereby conveys all of its right, title and interest in its Unit to such trustee, in trust, with a power of sale, to secure each Owner's obligations under the Declaration, including but not limited to the obligation to pay all Assessments. The Association may, through its duly authorized agents, bid on the Unit at any foreclosure sale and acquire, hold, lease, mortgage and convey the same. The lien of the Association shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of this Declaration, a First Mortgage on a Unit, and senior assessments, liens and charges in favor of the State of Utah or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

1.12 Ownership, Operation, and Maintenance of Association Property. The Common Areas and Facilities shall, at all times, be owned, operated, and maintained by the Association consistent with the provisions of this Declaration. Owners shall be responsible for all costs and expenses to repair damage to the Common Areas and Facilities if such damage is caused by the Owner or his/her guests, family members, or invitees.

ARTICLE II

PROPERTY RIGHTS, LIMITATIONS, AND USE RESTRICTIONS

2.1 Residential Use and Occupancy. Each Lot, and all Improvements thereon, shall be used only for residential purposes. No Lot shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Lot, so as to create a nuisance or interfere with the rights of any Owners, or in any way which would result in an increase in the cost of any insurance. Each Lot shall be used, maintained, and improved in a manner that complies with the applicable zoning ordinances of the City.

2.2 No Further Subdivision. No Lot or Common Area shall be further subdivided or separated into smaller parcels. No conveyance of less than all of any Lot shall be permitted without prior written approval from the Board.

2.3 Prompt Repair. Each Unit and other Improvements on an Owner's Lot shall be kept in good repair by the Owner(s) of such Lot. The Owner shall promptly repair damage to any Unit or Improvement on such Owner's Lot. Repairs shall be made in accordance with the design guidelines promulgated by the Association's Architectural Review Committee ("ARC") (see Article 4 below).

2.4 Nuisance. No Owner shall use, or permit a guest or invitee to use, a Lot in a manner that constitutes a nuisance or unreasonably interferes with the use and enjoyment of any other Lot by the Owner or Owners thereof. Each Lot shall be bound by, and the Owner shall comply with, the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations promulgated by the Board. Without limiting the foregoing, no rubbish or debris of any kind may be permitted to accumulate on the Project in a manner that becomes unsightly or causes offensive odors. No unreasonably loud or disruptive noises shall be permitted in the Project.

2.5 Temporary and Other Structures. No temporary or prefabricated structures shall be permitted or used anywhere in the Project.

2.6 Offensive, Unsightly, and Unsafe Conditions. No Owner shall permit any noxious, offensive, unsightly, or unsafe activity, object, animal, or condition to exist on such Owner's Lot. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except within an enclosed structure or when appropriately screened from view. No Owner shall dispose, or permit to be disposed, any oil, gas, toxic or hazardous material, or other unsafe substance within the Project. The Board may adopt reasonable Rules and Regulations to clarify the responsibilities of Owners.

2.7 Rooftop Antennas. The Architectural Review Committee's design and maintenance criteria shall include guidelines regulating the installation of television, ham radio, citizens band, or radio antennas, satellite dishes, and other similar devices ("Antennas"). The ARC's design and maintenance criteria regulating Antennas shall comport with all applicable federal, state, and local laws and regulations governing Antennas and no Antennas shall be installed within the project without the approval of the ARC. Notwithstanding the foregoing, however, Declarant reserves the right and option, for itself and for the Association, to install cable or other data service lines and Antennas as needed throughout the Project in connection with its development.

2.8 Pets. The Board may adopt Rules and Regulations establishing reasonable restrictions on the type and number of pets permitted within the Project. Poultry, livestock, and other non-domesticated farm animals shall not be permitted within the Project. No pets which constitute a danger or nuisance shall be permitted within the Project.

2.9 Leases. Any lease agreement relating to any Lot shall be subject to all the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations promulgated

by the Board. All leases shall be in writing and shall specifically reference the existence and applicability of this Declaration, the terms of the Bylaws, and the Rules and Regulations. An Owner shall be responsible and liable for any damage to the Project caused by such Owner's tenant. No lease or rental agreement for a Lot or a Unit shall be for a period of less than thirty (30) consecutive days.

2.10 Short Term Rentals and Timeshares. Overnight and short-term rentals are prohibited. No Owner shall use a Unit or other improvement on a Lot for purposes of overnight or short term nightly rentals. In addition, no timesharing arrangement or timeshare interest, as defined in Utah Code Ann. § 57-19-2, is permitted within the Project.

2.11 Declarant Exemption. Notwithstanding any other provision of this Declaration, the Declarant may use any Lot owned by it, and during the Period of Declarant's Control may also use the Common Areas, for any purposes, including construction purposes, consistent with or intended to facilitate the improvement and sale of the Lots owned by Declarant. Declarant may use and maintain temporary structures on the Project. Declarant may operate one or more construction or sales offices and one or more model homes within the Project. Declarant shall also have the right to maintain a reasonable number of signs, banners, or similar devices throughout the Project. Declarant may from time to time relocate any of its sales offices, model homes, signs, banners or similar devices.

ARTICLE 3 MAINTENANCE AND OTHER OBLIGATIONS

3.1 Owner's Compliance with Declaration. Each Owner shall fully comply with and shall cause such Owner's guests and invitees to fully comply with, the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations promulgated by the Board.

3.2 Maintenance by Owner. Each Owner shall maintain such Owner's Lot, and all Improvements thereon, in good repair and in a clean and tidy manner, and in accordance with all the Covenants set forth in this Declaration and the ARC's design and maintenance criteria, so as to not detract from the overall appearance of the Project. The Owner shall maintain the Unit and all other Improvements in a safe and functional condition.

3.3 Maintenance by Association. The Association shall maintain Common Areas in good condition and repair consistent with any applicable requirements of the City.

ARTICLE 4 ARCHITECTURAL REVIEW

4.1 Residential Structures. The primary improvement on each Lot shall be a residential structure. No Unit and no other Improvements shall be constructed on or within any Lot unless the plans and design of the Unit and other Improvements have first been approved by the Architectural Review Committee (defined below). All Improvements on each Lot must also comply with local zoning ordinances and applicable building codes. Subject to the Declarant exemption set forth below, there shall be no temporary or prefabricated structures, mobile homes, trailer houses, or other non-permanent structures allowed in the Project.

4.2 Construction. Unless otherwise permitted by the Board, the Unit and all other Improvements must be completed within twelve (12) months from the commencement of construction. For Units, this includes all exterior painting and finish work and the installation of all required landscaping. During the construction of any improvement, the affected Lot must be kept reasonably clean and tidy and all construction debris must be controlled and regularly removed. All construction activities must comply with the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations promulgated by the Board and all local zoning ordinances, building codes, and other applicable laws.

4.3 Architectural Review Committee. There shall be an Architectural Review Committee (“ARC”) of the Association. During the Period of Declarant’s Control, Declarant shall select the members of the ARC, which shall number no less than three (3) members. During the Period of Declarant’s Control, members of the ARC do not need to be Owners. After the Period of Declarant’s Control (i.e., after all 25 Lots in the Project have been sold to Owners who are not affiliated with Declarant), the Board shall select not less than three (3) Owners to be the members of the ARC. The Board may, from time to time, remove or replace members of the ARC. Until the ARC is appointed, the Board shall perform all functions and exercise all rights of the ARC set forth herein.

4.3.1 The ARC shall promulgate design and maintenance criteria for residential structures and all other Improvements permitted within the Project. The design and maintenance criteria shall be consistent with the building, land use, and other ordinances and regulations promulgated by the City. The ARC may regulate the placement of signs, banners and similar displays within the Project. The ARC shall make such design and maintenance criteria available to all Owners or prospective Owners and, if possible, shall publish the design and maintenance criteria in electronic format. The Design Guidelines and Requirements for the Project, which shall be administered and enforced by the ARC, are attached hereto as Exhibit “C” (the “**Design Guidelines**”). The ARC may make reasonable amendments to such Design Guidelines if at least two (2) of the three (3) members of the ARC approve such amendments.

4.3.2 All Units, fences, and other Improvements shall be constructed and maintained in accordance with the ARC’s Design Guidelines. Prior to construction, alteration, modification, or replacement of any Improvements within the Project, an Owner shall submit plans for the same to the ARC along with a \$1,500.00 review fee payable to the ARC Committee. The ARC shall evaluate all such plans for compliance with the ARC’s Design Guidelines.

4.3.3 The ARC may employ architects, engineers, and other professionals to review plans submitted by an Owner. The Owner shall pay all expenses reasonably associated with the ARC’s review of the plans if such expenses exceed the initial \$1,500 review fee paid upon submission of the plans to the ARC.

4.3.4 The ARC shall have the right, but not the duty, to enforce compliance with the design criteria, including by means of fines levied by the Association or by legal action, in which case the ARC shall be entitled to recover the costs of enforcement, including reasonable attorney fees.

4.4 Declarant Exemption. Nothing in this Article 4 shall prohibit or restrict the ability of the Declarant to use any Lots owned by Declarant, and the Common Areas during the Period of Declarant's Control, for any purposes consistent with or intended to facilitate the improvement and sale of Lots owned by Declarant. Declarant may maintain and operate temporary structures for construction, sales, or business purposes. Declarant shall not be bound by the ARC's design and maintenance criteria and reserves the right to alter or modify the plans for any Improvement on any Lot at any time Declarant owns such Lot. Declarant shall not be bound by the time limitation for construction activities set forth in this Declaration. Declarant's sales and marketing activities are exempt from the ARC's design and maintenance criteria.

4.5 Landscape. Front yard landscaping must be completely installed within one (1) year from occupancy of the Unit in accordance with landscaping plans that must be approved in advance by the ARC. All landscaping shall be installed in accordance with a landscape plan prepared by a professional, landscape architect, which plan must be submitted to and approved by the ARC before any landscaping improvements are installed. The ARC shall assign the placement of the trees during the plan review period to ensure proper placement and spacing of the trees.

ARTICLE 5 EASEMENTS

5.1 Easements Shown on Plat. The Property and Lots are subject to the easements, rights of way, encroachments, and other encumbrances as shown on the Plat. Within such easements, no Improvement of any type shall be placed or permitted to remain which may damage or interfere with the intended purpose of such easement.

5.2 Easements Reserved. In addition to easements shown on the Plat or otherwise provided for in this Declaration, the following easements are reserved for the benefit of the Owners and the Association:

5.3 Public Dedication. The Declarant reserves, for itself and its successors and assigns, the right to dedicate all roads, streets, alleys, open space, rights of way or easements shown on the Plat to public use. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as shown on the Plat.

5.4 Current Utility Easements. The Association and public utility or public service providers shall have an easement for the installation, maintenance, and repair of such utilities and services as shown on the Plat. Except for equipment or improvements for which the public utility or public service provider is responsible, each Owner shall maintain the portion of such Owner's Lot burdened by a utility easement.

5.5 Future Utility Easements. Declarant reserves, for itself and its successors and assigns, an easement, and the right to grant easements to any person, individual, corporate body, or municipality, across, over, under, upon, and through any Lot, Common Area, Limited Common Area, road, street, open space, or other portion of the Project, for the installation, construction, maintenance, reconstruction and repair of public, quasi-public, or private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, pipelines, underground or above-ground lines and cables, transmission facilities, meters and other facilities and appurtenances necessary or useful for the provision of water, storm sewer, sanitary sewer, gas,

electricity, telephone, cable television, internet and data and other public, quasi-public or private services or utilities deemed by Declarant necessary or advisable to provide any service to the Project or any Lot, Common Area, Limited Common Area, or other portion thereof.

5.6 Right of Entry onto Lots. The Declarant during the Period of Declarant's Control and the Association thereafter shall have the right, through authorized agents, to enter onto any Lot after reasonable notice to the Owner thereof for the purpose of performing maintenance or determining whether the Lot, or any Improvements thereon, complies with this Declaration, the Bylaws, and the Rules and Regulations. Except in the event of an emergency, entry made pursuant to this Section shall be during normal business hours, at a time convenient for the Owner, after reasonable notice.

5.7 Right of Entry onto Common Areas. Declarant during the Period of Declarant's Control and the Association thereafter shall have the right, through authorized agents, to enter upon the Common Areas for maintenance, repair, replacement, and such other purposes as Declarant deems necessary, including the right to make openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and the right to make such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

ARTICLE 6 DECLARANT RIGHTS AND CONTROL

6.1 Declarant's Administrative Control. During the Period of Declarant's Control, neither the Board nor the Association shall take any action without Declarant's prior written approval.

6.2 Construction Activities. So long as Declarant owns at least one (1) Lot within the Project, Declarant shall have the right to conduct construction activities on or related to such Lot and shall not be bound by any limitations related to construction activities set forth in this Declaration. During the Period of Declarant's Control, Declarant shall have a non-exclusive easement and right-of-way in, through, under, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services and other services or facilities to the Project. Notwithstanding any other provision of this Declaration to the contrary, Declarant, in its absolute discretion, shall have the right to construct and install any and all Improvements within the Project which Declarant desires, so long as they comply with the applicable ordinances of the City, but this provision shall not be construed to impose any obligations on Declarant to construct any such Improvements.

6.3 Sales Activities. Notwithstanding any other provision of this Declaration, so long as Declarant owns at least one (1) Lot within the Project, Declarant shall have the right to conduct reasonable sales activities including, but not limited to maintaining one or more sales office or model home on Lots owned by the Declarant and using the same for business purposes and maintaining a reasonable number of "for sale" signs or other similar marketing materials in the Project, including Common Areas.

6.4 Declarant's Rights Assignable. Declarant may assign the rights of Declarant set forth under this Declaration, or those rights in any way relating to the Property. Upon such assignment, such assignee shall be deemed the Declarant for all purposes under this Declaration.

ARTICLE 7
MANDATORY DISPUTE RESOLUTION REQUIREMENTS

7.1 Statement of Intent. Prior to purchasing a Unit, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, an inspection on any Unit that Owner is purchasing or any other aspect of the Project, including without limitation, the Common Areas. Moreover, if any written warranty has been provided, it identifies the only items that are warranted by the Declarant and/or Builder. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty if any warranty is provided, and having paid market price for a Unit, in the condition it and the Common Areas are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant, Builder, and/or any subcontractor performing work in the Project change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Declarant and Builder acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase (or refinancing) of Units for years, unfairly prejudicing those Owners who must or want to sell or refinance their Unit during any period when litigation is pending. For this reason, the Owners, by purchasing a Unit, the Declarant, and the Builder covenant and agree that all claims and disputes relating to the Project or the Units, or relating to the Common Areas, shall not be pursued through court action, but shall be asserted and resolved only through the specific alternative dispute resolution mechanisms described below, and only after full disclosure, satisfaction of the notice and right to cure requirements, and knowing approval of the Owners, as set forth in the provisions of this Article 7 (including the subsections below). In addition, the Association and the Owners agree that they take ownership and possession of the Units and Common Areas AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant and Builder specifically disclaims any and all warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

7.2 Binding Arbitration for All Disputes. To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Association may have involving the Declarant and Builder, or any agent, contractor, employee, executing officer, manager, affiliate or owner of the Declarant and Builder, or any engineer or contractor involved in the design or construction of the Project, which arise from or are in any way related to a Building, Unit, or other Improvement on a Lot, Common Areas, or any other Improvement on or component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant and any Owner or between or involving the Declarant, Builder, and the Association. Arbitration proceedings, however, shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 7.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include the following:

- a. Any allegation that a condition in any of the Buildings or Units or the Common Areas, or other Improvements in the Project, is or involves a construction defect;
- b. Any disagreement as to whether an alleged construction defect has been corrected;
- c. Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;

- d. Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;
- e. Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;
- f. Any alleged violations of consumer protection, the Act, the implied warranties of habitability or other common law doctrines or claims, unfair trade practice, or other statutes or laws;
- g. Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;
- h. Any allegation that any condition existing in the Project or created by the Declarant and/or Builder (or any of its contractors), including construction-related noise, dust, and traffic, is a nuisance, a defect, or a breach of any implied warranties of habitability or other implied warranties;
- i. Any disagreement concerning the scope of issues or claims that should be submitted to binding arbitration;
- j. Any disagreement concerning the timeliness of performance of any act to be performed by Declarant and/or Builder or any of its contractors;
- k. Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;
- l. Any disagreement or dispute regarding management of the Association, or regarding reserve studies or funding of Association expenses; and
- m. Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of Improvement or Units, management of the Association, or other claims regarding the Project.

7.3. Pre-Arbitration Requirements. An Owner or the Association may only pursue a claim against the Declarant, Builder, or any contractors hired by Declarant and/or Builder in arbitration after all of the following efforts of dispute resolution have been completed: (1) Right to Cure: the claimant (e.g. the Owner or the Association) shall provide to the Declarant and/or Builder a written Notice of Claim (defined below) and permit the Declarant and/or Builder one hundred twenty (120) days to cure or resolve the claim or defect or to try to get the appropriate contractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings; and (2) Mediation: if the dispute is not resolved within the 120-day Right to Cure period, the parties shall participate in formal mediation with a mutually-acceptable third-party mediator in an effort to resolve the Dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant and/or Builder that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 120-day cure period.

- a. "Notice of Claim" shall mean and include the following information: (1) an explanation of the nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (4) photographs of any alleged defective condition, if applicable, (5) samples of any alleged defective conditions or materials, if reasonably available, (6) an explanation of the efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person

providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

7.4. Member Approval; Legal Opinion; Arbitration. If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner or Association) shall have the right to proceed with binding arbitration; however, the Association shall not pursue or commence binding arbitration unless such action is first approved by at least sixty-six percent (66%) of the Total Votes of the Association after the Association has obtained a written opinion from legal counsel advising the Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a mutually-acceptable arbitrator (preferably a former judge), or, if an arbitrator cannot be mutually selected, then by a member of the National Panel of Construction ADR Specialists promulgated by Construction Dispute Resolution Services, LLC ("CDRS"). The binding arbitration shall be conducted according to the rules and procedures set forth in the Arbitration Rules and Procedures promulgated by CDRS. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

7.5. Fees and Costs of Arbitration. Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties. The arbitrator shall not award attorney fees, expert witness fees or arbitration costs to the prevailing party.

7.6. No Waiver of Arbitration Right. If any Owner, the Association, or the Declarant and/or Builder files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration or to insist on compliance with the requirements set forth in this Article 7. If any such court action is filed, then the court in such action shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein, including, without limitation, compliance with the Pre-Arbitration Requirements set forth above.

7.7. Waiver of Subrogation. The Association and each Owner waives any and all rights to subrogation against the Declarant, Builder and any, contractor, and engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, Builder, the Project engineer, contractors of the Declarant and the Builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Association and Owners hereby release Declarant, the Project engineer, and Builder, and their respective officers, employees, owners, contractors, insurers, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or Builder, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify

and defend the Declarant, the Builder, and any of their officers, employees, owners, contractors, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

7.8. Association's Enforcement Rights. Nothing in this Article 7 shall affect the Association's rights to enter into litigation for the collection of assessments, the enforcement of the governing documents (including fines or curative measures), or to defend itself against matters not described in this Article

ARTICLE 8 GENERAL PROVISIONS

8.1 Notices. All notices under this Declaration are to be sent to the last known postal or email address of the Owner. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Project is deemed to have notice of this Declaration and to have consented to the application and enforcement of each of these Covenants, Conditions and Restrictions, whether or not there is any reference to this Declaration in the deed to the Lot.

8.2 Amendment. This Declaration may be amended by the Declarant in its sole discretion until the Sales Threshold has been reached so long as such Declarant amendments do not unreasonably impair or restrict the value or reasonable use of the Units constructed on the Lots. Thereafter, any amendment to this Declaration will be valid only if it is: (i) approved by Owners of at least two-thirds (2/3) of the Lots in the Project; and (ii) set forth in a written amendment that is duly recorded with the Salt Lake County Recorder's Office against all of the Lots in the Project.

8.3 Binding Effect. Each Owner, their families and guests, the heirs, successors or assigns of an Owner, or any Mortgagee, shall be bound by and strictly comply with the provisions of this Declaration and all rules, regulations and agreements lawfully made by the Association.

8.4 Enforcement and Remedies. Any violation of this Declaration is deemed a legal nuisance. The Association or any Owner shall each have the right to bring suit for relief for any lack of compliance with any provisions of this Declaration or rules or decisions of the Board. In addition, the Association shall have the right to impose monetary fines on any Owner and obtain injunctive relief for any lack of compliance with provisions of this Declaration or rules promulgated by the Board and to collect such fines through an assessment lien. In any court proceedings so instituted, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees. The failure of the Association or Declarant to insist upon the strict performance of any such provisions, take enforcement action, serve any notice or institute any action after any time period has elapsed shall not be a waiver or a relinquishment for the future of any such provisions or the enforcement thereof.

8.5 Leases. Any Lease agreement between an Owner and lessee for a Unit shall be subject in all respects to the provisions of this Declaration, the Articles and Bylaws. Any failure by the lessee to comply with such provisions shall be a default under the Lease. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenant.

8.6 Limited Liability. Neither the Declarant, the Board members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken so long as such actions or inactions are the result of the good faith exercise of their judgment or authority without malice

under this Declaration. This provision does not relieve any Owners from their personal liability for payment of all assessments and fines validly levied by the Association.

8.7 Severability. Each covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining Covenants shall remain in full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the Declarant has executed this instrument this 14 day of January, 2025.

DECLARANT:

Dimple Dell Orchards, LLC

Brett Lovell
Brett Lovell, Manager

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14 day of January, 2025, by Brett Lovell in his capacity as Manager of Dimple Dell Orchards, LLC.

SEAL:



Krista Crook
NOTARY PUBLIC

CONSENT – LOT 9

Declarant holds title to all Lots and parcels in the Project except for Lot 9, which is owned by Ron Olsen and Thoma Lee Olsen, Co-Trustees of the Ron and Thoma Lee Olsen Revocable Trust, and said owners do hereby consent to the recording of this Declaration against Lot 9, thus subjecting Lot 9 of the Project to the terms, provisions, covenants, and restrictions of this Declaration.

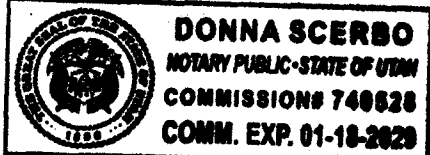
Ron Olsen
Ron Olsen, Co-Trustee of the Ron
And Thoma Lee Olsen Revocable Trust

Thoma Lee Olsen
Thoma Lee Olsen, Co-Trustee of the Ron
And Thoma Lee Olsen Revocable Trust

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of January, 2025, by Ron Olsen and Thoma Lee Olsen, Co-Trustees of the Ron and Thoma Lee Olsen Revocable Trust.

SEAL:



740628
*1-18-2029*¹⁹

Donna Scerbo
NOTARY PUBLIC

EXHIBIT "A"

(Legal Description of Project)

The Project is located in Sandy City, Salt Lake County, Utah, and is described as follows:

Lots 1 through 25 and Parcel A of The Orchards at Dimple Dell subdivision, according to the official plat thereof on file and of record with the Salt Lake County Recorder's Office, including, without limitation, all Common Areas and Facilities depicted on the recorded plat.

- *Note – a map depicting the layout of the Project is shown on the following page.*

EXHIBIT "B"

BYLAWS OF THE ORCHARDS AT DIMPLE DELL OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is The Orchards at Dimple Dell Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be designated by the Board, but meetings of Owners and Board Members may be held at such places within the State of Utah as may be designated by the Board.

ARTICLE II DEFINITIONS

Section 1. "Act" shall mean and refer to the Community Association Act, Utah Code Ann. 57-8a-101, *et seq.*

Section 2. "Association" shall mean and refer to The Orchards at Dimple Dell Owners Association, Inc., and its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Directors, with all powers as stated in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for The Orchards at Dimple Dell, filed of record in the Salt Lake County Recorder's Office in the State of Utah, as the Declaration may be amended in accordance with its terms and provisions. These Bylaws may be recorded with the Declaration.

Section 5. "Directors" shall mean and refer to those individuals who are members of the Board. The singular Director shall refer to the singular of the Directors. Directors may also be referred to as "Trustees."

Section 6. All other capitalized terms used herein shall have the same meaning as stated in the Declaration.

ARTICLE III MEMBERSHIP IN ASSOCIATION; MEETING OF OWNERS; VOTING

Section 1. Membership in Association. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Each Owner of a Lot shall be a Member of the Association and each Owner is allotted one (1) vote per Lot owned. Membership shall be held jointly by all Owners of a Lot. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by him. Each membership shall be

appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of a Lot shall constitute a devise, encumbrance, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

Notwithstanding any other provision of this Declaration, during the Period of Declarant's Control all matters for which the Declaration or the Bylaws call for a vote of the Members of the Association may be decided solely by the Declarant with or without a meeting and with or without a vote of the Members. Any matters which are submitted to a vote of the Members during the Period of Declarant's Control will be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all such matters shall be submitted to a vote of the Members and shall be decided solely by the votes of the Members.

Section 2. Voting. Unless otherwise stated herein, or in the Declaration, all voting shall be by a majority vote of all votes cast. During the Declarant Control Period, all matters requiring a vote of the Members or otherwise submitted to a vote of the Members shall be approved and implemented if and only if the Declarant also approves such matters. Upon the termination of the Declarant Control Period, all matters submitted to a vote of the Association shall be decided solely by the votes of the Members. A change in the ownership of a Lot shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded, or, in connection with Owners who are vendees under an installment purchase contract, upon the full execution of the installment purchase contract. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Lot must be cast as one vote, and fractional votes shall not be allowed. In the event that a Lot is owned by more than one Owner and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Association Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he, she or it was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Lot, the vote for that Lot shall be deemed void and shall not be counted.

Section 3. Annual Meeting. The first annual meeting of the Owners shall be held in June following the date of incorporation of the Association, and each subsequent regular, annual meeting of the Owners shall be held in June of each year thereafter. The Board may change the date of the annual meeting provided it provides reasonable advance notice to all Members.

Section 4. Special Meetings. Special meetings of the Owners may be called at any time by the Board, or upon written request of Owners entitled to vote 30% of all Association votes.

Section 5. Notice of Meetings. Written notice of each meeting of the Owners shall be given 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 thirty (30) days, and no more than sixty (60) days, before such meeting to each Owner entitled to vote, 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. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those Owners present. The President of the Association will give notice of any meetings, and will chair meetings of the Owners.

Section 6. Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the total votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise stated in the Declaration or these Bylaws, a majority of the votes cast at any meeting where a quorum is present shall be the action of the Owners.

Section 7. Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Lot.

ARTICLE IV BOARD; SELECTION; TERM OF OFFICE

Section 1. Nomination and Tenure. The Declarant shall select the three initial Directors, and the Declarant shall decide who serves on the Board during the time of the Declarant Control Period. Upon the termination of the Declarant Control Period, the Owners at the next annual owners meeting shall elect three Directors. Each of the three elected Directors shall draw lots to divide themselves into terms of one, two and three years. At each successive annual meeting, the Owners shall elect a Director to replace the Director whose term has expired or is then expiring. Each newly elected Director shall serve for a three (3) year term. So long as a quorum is present, a simple majority of the votes cast shall elect a Director. If a quorum is not present at a meeting, the other Directors shall select a new Director. Nomination for election to the Board shall be made by the Directors. Nominations may also be made from the floor at the annual meeting. If any Director resigns, is removed, dies, or is otherwise unwilling or unable to serve during his or her term, the remaining Directors may appoint another Owner to fill the remainder of such term.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election, the Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting.

Section 3. Number of Directors. The Board shall consist of not less than three (3) or not more than five (5) Members. An odd number of Directors shall be required at all times. The initial number of Directors shall be three (3). The number of Directors may be increased or decreased by resolution of the Directors, so long as the number is not less than three (3) or more than five (5).

ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held as frequently as the Board deems appropriate, but at least annually, at such place and hour as may be fixed from

time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD; APPLICABILITY OF THE ACT

Section 1. Powers. The Board shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

B. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Owners by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

C. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

D. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, and to carry out through the Manager those of its functions which are properly the subject of delegation.

Section 2. Duties. It shall be the duty of the Board to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Owners, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Owners who are entitled to vote;

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. As more fully provided in the Declaration, to:

1. Fix the amount of the Regular Common Assessment against each Lot at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period, and fix the amount of any Special Common Assessments against each Lot;

2. Send written notice of each Regular Common Assessment to every Owner subject thereto at least fifteen (15) and no more than sixty (60) days in advance of each annual

assessment period and similar notice for imposition of each Special Common Assessment; and

3. Foreclose the lien (at the option of the Board) against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law (at the option of the Board) against the Owner personally obligated to pay the same.

D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain insurance in accordance with the provisions relating to insurance in the Declaration;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. Cause the Common Areas and Facilities to be properly maintained.

Section 3. Applicability of the Act. The provisions of the Act shall apply and govern the Association's rights with respect to levying of assessments, collection of assessments, and remedies that apply in the event of non-payment of assessments.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice-President, a Secretary/Treasurer, and such other officers as the Board may from time to time by resolution create. Following the termination of the Declarant Control Period, all officers of the Association must be Owners of Lots in this Project.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Owners.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or are otherwise disqualified to serve.

Section 4. Special Appointments. The Board 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 may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board.

The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices.

Section 8. Duties. The duties of the officers are as follows:

President

A. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments of the Association and shall co-sign all checks and promissory notes.

Vice-President

B. The Vice-President shall act in the place and stead of the President in the-event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

C. The Secretary shall record the votes and keep the minutes of all things and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the ownership at its regular annual meeting, and deliver a copy of each to the Owners.

ARTICLE VIII
COMMITTEES

The Association may appoint Committees as deemed appropriate by the Board.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully set forth in the Declaration, each Owner is obligated to pay to the Association all Assessments which are secured by a continuing lien upon the Owner's Lot and Unit. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid on time, then the Board has the authority to establish late fees from time to time and collect the same from the delinquent Owner. The Association may bring an action at law against the Owner personally obligated to pay the assessments and late fees or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments and late fees provided for herein or provided in the Declaration by nonuse of the Common Areas and Facilities or abandonment of his or her Unit.

ARTICLE XI
AMENDMENTS


Section 1. These Bylaws may be amended, at a regular or special meeting of the Owners, by a vote of a sixty-seven percent (67%) majority of a quorum of Owners present in person or by proxy; provided, however, that no amendment to the Bylaws shall be adopted that is inconsistent with or contradicts any provisions of the Declaration unless and until the Declaration is also amended (in accordance with the amendment requirements of the Declaration) to resolve such inconsistency or contradiction.

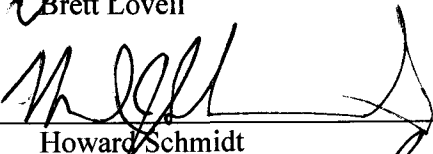
Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII
MISCELLANEOUS

The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

In witness whereof, we, the undersigned initial three (3) Directors of the Association have hereunto set our hands as of the 16 day of January, 2025.

Signature: 
Brett Lovell

Signature: 
Howard Schmidt

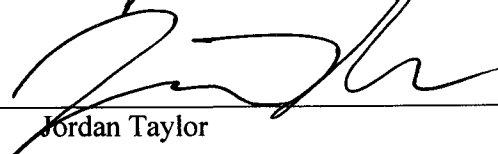
Signature: 
Jordan Taylor

EXHIBIT "C"
(Design Guidelines)

The Design Guidelines and requirements for all Units and other Improvements constructed within the Project are as follows:

Design Diversity

Design diversity within the limits of the Design Guidelines is anticipated and desired. Key architectural concerns include lot placement, massing, building height, color and materials selection should be carefully considered in the design process. The architectural standards and design restrictions are intended to preserve, protect, promote, and enhance the unique qualities of the community. All homes shall be custom floor plan designs.

The Architectural Design palate will have finish elements as approved by the ARC. The various blend of designs shall be:

- Contemporary
- Contemporary Mountain
- Farmhouse
- Craftsman
- Mountain Modern
- Prairie
- Scandinavian
- Other styles or clarifications may be added to this list at the discretion of the ARC.

Building Size

- Single level homes will have a minimum of 1800 sq. ft. of Floor Area on the main level
- All Two-story homes will have a minimum of 2500 total sq. ft. above grade.

Building Height

All Single-Family Homes are limited to the height restrictions defined in Sandy City's Zone requirements.

Out Buildings/Detached Garages

- Out Buildings shall be required to be constructed of the same materials as the home and must meet Sandy city codes. Outbuildings of different materials may be approved at the sole discretion of the ARC and must meet Sandy city codes.

Driveways and Parking

Driveways:

- All driveways, RV pads and walks shall meet city codes.
- Stamped concrete and natural pavers are permitted as well. However, homeowners will be required to maintain the integrity and understand the maintenance that some of these products require due to the environment of extreme heat in the summer seasons and the freeze of the winter seasons. This change in temperatures and moister can cause pavers and similar items to become uneven and damaged.

Parking Spaces:

- Each Residence shall contain parking space within the Lot for at least three automobiles in an enclosed garage.
- Two additional parking spaces must be provided per Lot, within the hardscape plan, to accommodate guest parking.

Fences and Site Walls

Fences shall be made of Metal, Composite or solid masonry in the designated application. Lot owners are encouraged to work with adjacent neighbors in collaborating fencing details. All fences shall comply with applicable city ordinances.

Lighting

All exterior lighting shall be Dark Sky compliant.

- All exterior lighting must provide shielding of light sources. Bare bulbs or lamps are not permitted, to be Dark Sky
- Landscape Lighting to be Dark Sky compliant

Chimney Caps, Flues and Roof Vents

All chimney caps and vents should align with the overall style and home design. Masonry and metal caps are permitted. The specific design, finish color and material must be submitted with final plan.

Colors and Finishes

Colors and finish materials should be in flow with the home design and carefully selected with balance, curb appeal and aesthetics in mind.

Exterior Equipment

All exterior mechanical, electrical, and other utility equipment such as air conditioning units, metering devices, transformers, natural gas service lines, and the like shall be completely screened from public view. Wall-mounted utilities shall be screened using landscaping or materials similar to the exterior walls.

Exterior Walls- Natural Stone, Brick, Fiber board siding/Board and batten, Stained wood, Cladding, Fine finish stucco and Metal are the exterior materials characteristic of and highly encouraged at the Project.

- **Stone/Brick** - Natural stone or Brick is required. *Minimum 20% of front facing walls, and 20% on all other exteriors.* A general horizontal pattern from larger stones to a ledge stone pattern is encouraged.
- **Wood Siding/Cladding**- Vertical and horizontal siding is permitted. Board and batten, shiplap and T&G are all encouraged exterior surfaces. Engineered stained wood and Cladding is permitted
- **Stucco**- Maximum of 50% coverage on front facing walls. Integrated panels and areas of fine finish stucco in natural tones to add interest to the exterior is encouraged.
- **Metal Siding**- Metal siding may be used upon approval of the ARC. Copper or steel siding, naturally oxidized or treated in darker tones, are permitted as accent elements. Corrugated, aluminum siding or shiny metal of any kind is prohibited.

Foundations

All homes shall be set on permanent foundations. Foundation walls should not exceed 18" in height from finished grade aside from front porch caps, garage exterior walls on sloped lots and complicated grade/foundation cut locations. Areas where grade prohibits or dictates foundation heights, steps in foundations should apply. There shall be no mobile or manufactured home of any type permitted within the Project.

Garages

Home plans should be designed with Garages that do not encroach and overshadow the rest of the home. Sideload garages (or a portion of) are also encouraged but not required. Homes must include a minimum of a 3rd car garage.

Gutters, Downspouts, and Snow Shedding

Gutters, downspouts, and flashing will be of Metal or Aluminum. Chain downspouts are permitted with drain boxes

Out Buildings

Out buildings should match of color and style of residence. Out buildings of other materials can be approved at the discretion of the ARC. All out buildings to abide by Sandy City codes/ordinances.

Ornamental and Structural Steel: Appropriate ornamental accents and exposed structural elements that complement the design of the structure, are allowed.

Porches and Decks

Porches provide a personality and welcome invitation to the community. They also extend the opportunity for outdoor living space. Therefore, it is encouraged that home designs incorporate at least one porch that is part of the front elevation.

Decks with appropriate pergola covering can provide architectural diversity to the exterior and extended living space.

Roofs- All roofs must have the proper mass, proportion, pitch, and placement for the particular style of house design. General rules include:

- Pitch roofs
- Slope roofs
- Flat roofs can be integrated into roof design.
- Sloped roofs are to be constructed of non-reflective materials that complement the natural environment.
- Roof Materials
 - Premier grade 30-year minimum asphalt shingles.
 - Metal, 26 gage minimum.
 - Secondary metal roof accents are required, 26 gage minimum.
 - Wood shakes or composite roofs that closely simulate shakes are permitted.
 - Vents, skylights, curbs and flashing and other acceptable equipment are to be painted to match the roof.

Roof vents must be generally located on the back-roof exposure and not in view from the street. Other materials may be approved through the ARC on a case by case basis.

Architectural Review Committee Procedures

Members of the ARC will evaluate all design proposals in accordance with the Design Guidelines, as amended from time to time, and using their own experience and judgment to ensure that all Units and Improvements are aesthetically pleasing with high quality products and finishes. The ARC members will review each design proposal and determine the compliance with Design Guidelines. The Design Guidelines contain specific requirements and general suggestions for all project designs. Care will be taken to review each project and allow for discretion and flexibility on specifics provided the overall project is in line with the overall community objectives.

Approval of any variances or deviations will take into consideration the special merit and of a specific situation and will rely on the required consistency with the Design Guidelines. No specific decision made by the ARC will set a precedent or establish a parameter that will be considered for any other applications presented to the ARC.

Plans for any new buildings and landscape must receive final approval by the ARC **prior** to commencement of construction.

Design Review Process

The design review process is established to insure a convenient flow and application process for all involved. The general procedure is outlined and will be consistently followed. Exceptions regarding timing will be considerate of both parties. Any delays in submittal or response from the ARC does not constitute approval or an exception to the required guidelines.

A written approval is required in every situation. That written notice of approval will be delivered in a letter form or an email specifically establishing final approval for an application. The final letter of approval must be submitted to the City prior to a building permit being issued.

Pre-Design Meeting (Approx. 7 business days)

ARC will meet with Owner and owner's design team to evaluate the project. Helpful information will include:

- Rough site plan
- Schematic floor plan and exterior elevation
- Building square footage and heights
- Rough landscape plan
- Rough idea on finish material

ARC Staff reviews materials and provides the applicant with recommendations and approval to move forward on the plans.

Final Plan Review (Approx. 14 business days)

ARC will review the final plans and submitted package for approval. All the elements need to be submitted prior to the final review process commencing. The specific information includes:

- Site Plan
 - Location of Building with setbacks
 - Location of all hardscape including drives and patios

- Porch, Deck, ancillary structure locations and size
- Utility laterals and locations
- Equipment locations (AC, Pool, etc.)
- Building Plans wet-stamped by licensed Architect or Engineer
 - All Elevations
 - Building sections
 - Exterior Elements
 - Chimney caps
 - Locations of vent pipes
 - Proposed Dark Sky Exterior lighting
- Landscape Plan
 - Proposed tree locations and caliber (min of 3 in front yard, 2-3" caliber or larger, to be a 12 ft. minimum in height)
 - Proposed shrubs and ground cover (min of 20 in front yard, 5 gal or larger)
 - Xeriscape/Desertscape Landscaping may be approved, case by case
 - Fencing
 - Materials List
- Exterior Color and Material Board
- Exterior sample boards of all primary elements must be approved prior to construction for:
 - All exterior walls
 - Roofing
 - Fascia
 - Window color
 - Door color
 - Garage door finish
 - Brick/Stone
 - All exterior accents

Resubmittals (*time estimate after submittal is reviewed*)

In the event a re-submittal is necessary for approval, or a specific new element requires review, the same procedure regarding final submittal is followed. Any additional fee will be determined and assessed by the ARC.

Design approvals for each review step remain valid for one year only.

Variances to Design Guidelines

Requests for variances to the Design Guidelines shall be discussed during the initial Pre-Design meeting and submitted in writing with the Final Plan Review. Any relevant sketches or materials need to be submitted at that time. The ARC has sole discretion on the granting of variances under its control, and some regulations cannot be waived, regardless of hardship. Variances are generally discouraged, and Applicants must explain the undue hardship under the current design guidelines in the written request for the variance.

Construction Commencement

No construction may begin until:

- Final Construction Documents have been submitted to and approved by the ARC
- Building Permit has been issued by Sandy City
- Pre-Construction Meeting has taken place with the ARC

Building Permit Application

A final approval letter from the ARC will be required to be submitted with the building permit application for the home. No building permit shall be issued from the City or acted on by the Owner without an approval letter from the ARC.

Compliance

- Ensure the proposed construction is conducted professionally
- Ensure the jobsite remains organized and the street remains clear of debris
- Ensure the project complies with the Design Guidelines and submitted material board.

If a project is non-compliant with ARC Guidelines, the ARC will notify the applicant of the issue and discuss the solution. The ARC may impose reasonable fines for noncompliance.

Certificate of Occupancy

- Building is complete
- Hardscape is complete
- Landscape is complete (front minimum), Winter conditions will be modified but must be completed by the following July 1st.
- All construction tools, material, and debris are removed.
- Design Guidelines have been complied with completely.

Construction Signage/Marketing

Reasonable construction signs can be placed in an organized fashion for the Architect/Designer, Builder and Landscaper during construction. Signs will not exceed 16 sq. ft. in size. All signs must be removed when construction is complete.

All substantial marketing events, that will cause increased traffic in the Project, such as Parade of Homes, Open House, etc. must be pre-approved with the ARC.

Construction Parking

All construction vehicles will be encouraged to park on the construction site or shoulder directly on front of active site. Parking is discouraged on or in front of neighboring lots.

Construction Site Management

All construction sites shall be managed carefully with cleanliness in mind, remain organized, clean and free of debris. Material not secured on site or in receptacle is likely to cause nuisance.

- Have Builders manage (SWPPP) mud control and address when material from their site is spread into the road.
- Carefully manage concrete washout and have a designated location onsite
- Leave the site as clean as reasonably possible at the end of each work day

Fine Schedule

The ARC may impose fines on Owners for noncompliance with the ARC approvals, regardless of whether the violation was intentional and regardless of whether the violation/noncompliance was caused by the Owner or the Owner's contractors. All fines imposed by the ARC shall be enforced

as assessments from the HOA against the offending Owner and the Owner's Lot. The following fine schedule shall apply unless and until the ARC modifies it and provides notice of the modifications to all Owners:

First Violation:	\$500.00
Second Violation:	\$1,000.00
Third Violation:	\$2,500.00

Each violation after the Third Violation will result in a fine of \$3,000.00