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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

1979 MAY - 17
 VALLEY TITLE CO.
 8246
 84109
 J. S. G. Richards
 3560 Oakwood
 84109

THIS DECLARATION, made on the date hereinafter set forth by J. LAMAR RICHARDS, an individual doing business as MAR KAY ENTERPRISES, and hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Provo, County of Utah, State of Utah and which is more particularly described as follows:

PARCEL 1 (East)

Commencing East 158.82 feet and South 245.12 feet from the North 1/4 Corner, S11, T7S, R2E, S.L.B.&M; Thence N89°44'24" East 83.21 feet, S00°24'03" East 250.00 feet, S89°35'57" West 5.00 feet, S00°24'03" East 236.16 feet, N89°39'10" West 95.01 feet, N00°24'03" West 257.21 feet, N06°29'31" West 54.32 feet, N00°29'34" East 23.66 feet, N08°00'00" East 151.87 feet to the Point of Beginning, an area consisting of 1.07 acres.

PARCEL 2 (West)

Commencing West 505.71 feet and South 140.53 feet from the North 1/4 Corner, S11, T7S, R2E, S.L.B.&M; Thence S89°41'15" East 182.64 feet, S00°29'14" West 101.67 feet; S03°10'10" East 240.16 feet, N88°04'48" West 192.73 feet, N00°24'53" West 336.00 feet to the Point of Beginning, an area of 1.44 acres.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to

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the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to WESTBRIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot belonging to Westbridge Planned Unit Development Phase I or which is a part of the properties described herein, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.03. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The

common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that certain parcel described on Page One of this Declaration, except Lots 28 through 57 as set forth in the plat map of Westbridge Planned Unit Development Phase II.

Section 1.05. "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 1.06. "Declarant" shall mean and refer to J. LAMAR RICHARDS, as successor in interest to Westbridge Development, Inc. and his successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Owners' Easements of Enjoyment

Section 2.01. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the Association to charge admission and other fees for the use of any recreational facility situated upon the Common Area;

(B) The right of the Association to suspend voting rights and right to use of the recreational facilities of an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(C) The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Delegation of Use

Section 2.02. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be

appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.02. The Association shall have two classes of voting membership:

CLASS A

Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an ownership interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B

The Class B member shall be the Declarant. He shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (B) On January 1, 1984.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments

Section 4.01. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

Section 4.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare

of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot, except that the yard area within the private Owner's fenceline and screened from public view shall be maintained by the Owner, which is subject to assessments hereunder, including: Paint, repair, replacing care for roofs, gutters, downspouts, exterior building services, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass services. In the event that the need for maintenance or repair is caused through the willful or negligent act of Owner, his family, or guests, or invitees, the costs of such maintenance or repairs shall be added to and become a part of the Assessment to which such lot is subject.

Maximum Annual Assessment

Section 4.03

(A) Until January 1 of the year immediately following the conveyance of the first lot to an Owner the maximum annual assessment shall be \$480.00 per lot, per year unless approved as provided in this Section.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment

shall increase five (5%) percent per year. Increases above five percent may be made but only as approved by the vote or written assent of fifty-one percent (51%) of each class of members.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Special Assessments For Capital Improvements

Section 4.04. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members who are voting in person or by proxy as a meeting duly called for this purpose.

Notice and Quorum For any Action Authorized

Under Sections 4.03, 4.04

Section 4.05 Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 or 4.04 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If

the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Uniform Rate of Assessment

Section 4.06 Both annual and special assessments must be fixed at a uniform rate for all lots and may be assessed on a monthly basis.

Date of Commencement of Annual Assessments

Section 4.07. The annual assessments provisions shall take effect and commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Effect of Nonpayment of Assessments:

Remedies of the Association

Section 4.08. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

Subordination of the Lien to Mortgages

Section 4.09. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.01. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the

plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, and the Community Development Director of Provo City. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No part of this section shall be construed to mean that final plans for any building, fence, wall or other structure shall not require approval of the Community Development Director of Provo City.

ARTICLE VI

GENERAL PROVISIONS

Enforcement

Section 6.01. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained

shall in no event be deemed a waiver of the right to do so thereafter.

Severability

Section 6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Amendment

Section 6.03. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Annexation

Section 6.04.

(A) Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of the Members.

(B) Additional land more fully described in Exhibit "A" which is attached hereto and incorporated herein may be annexed by the Declarant without the consent of Members within six (6) years of the date of this instrument.

(C) As long as there is a Class Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 1st day of May, 1979.

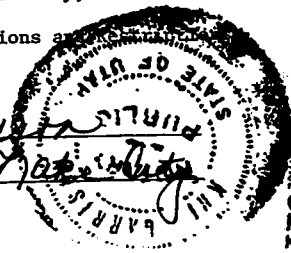
MAR KAY ENTERPRISES

By J. Lamar Richards
J. Lamar Richards

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 1st day of May, 1979, personally appeared before me J. LaMar Richards who being by me duly sworn did say, that he executed the foregoing Declaration of Covenants, Conditions and

Kris Garrison
NOTARY PUBLIC
Residing in San Mateo, California



My Commission Expires:

9-6-82

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