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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
COOPER'S HOLLOW**



**A Planned Unit Development**

**Lehi, Utah**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COOPER'S HOLLOW

A Planned Residential Development  
situated in  
Lehi, Utah County, Utah

THIS DECLARATION is made on the date hereinafter set forth by Cooper's Hollow, L.L.C., a Utah limited liability company, hereinafter referred to as "Declarant," and Wayne M. Peck and Linda G. Peck, hereinafter collectively referred to as "Peck".

RECITALS

WHEREAS, Declarant is the owner of certain property in the City of Lehi, County of Utah, State of Utah, which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Peck is the owner of certain property in the City of Lehi, County of Utah, State of Utah, which is more particularly described on Exhibit B attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant and Peck desire to develop the property described on Exhibits A and B attached hereto as a planned residential development to be known as Cooper's Hollow (hereinafter referred to as the "Project") under and in accordance with the ordinances of the City of Lehi, and to construct homes (hereafter sometimes referred to as "Homes") & town homes (hereinafter sometimes referred to as the "Townhomes") and related amenities thereon, and to sell the Homes and Townhomes within the Project to the public; and

WHEREAS, Declarant and Peck deem it desirable to establish covenants, conditions and restrictions upon the Project and each and every part thereof which will constitute a general scheme for the use, occupancy, enjoyment and maintenance thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project and enhancing the quality of life within the Project; and

WHEREAS, Declarant deems it desirable for the efficient management of the Project, and the preservation of the value, desirability and attractiveness of the Project to create a corporation to which will be conveyed title of all of the Common Areas of the Project and to which will be delegated and assigned the powers and duties of managing the Project, of maintaining and administering the Common Areas and other portions of the Project specified in this Declaration, of administering and enforcing these covenants, conditions and restrictions, of collecting and disbursing funds pursuant to the assessments and charges hereafter created, and of performing such other acts as will generally benefit the Project; and

WHEREAS, Declarant has or will cause Cooper's Hollow Owners Association, Inc., a Utah nonprofit corporation, to be incorporated under the laws of the State of Utah for the purpose of exercising the above-mentioned powers, duties and functions; and

WHEREAS, Declarant and Peck will hereafter hold and convey title to all of the property described on Exhibits A and B attached hereto and the Project subject to the covenants, conditions and restrictions hereinafter set forth;

## WITNESSETH

NOW, THEREFORE, Declarant and Peck hereby declare that all of the property described on Exhibits A and B attached hereto shall be held, sold and conveyed subject to 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

Unless the context clearly indicates otherwise, the following terms used in this Declaration shall have the following meanings:

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association, which are or shall be filed in the office of the Division of Corporations and Commercial Code, State of Utah, as the same may be amended from time to time.

Section 2. "Association" shall mean and refer to Cooper's Hollow Owners Association, Inc., a Utah nonprofit corporation, its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Trustees of the Association.

Section 4. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

Section 5. "Common Area" or "Common Areas" shall mean all portions of the Properties, including the improvements, thereto, except the Lots; Units and the Townhomes, and shall include all property owned by the Association for the common use and enjoyment of the Owners including, but not limited to, the following:

- (a) those common areas and facilities specifically set forth and designated as such on the Plat;
- (b) all private, undedicated roadways and driveways, the parking areas, open spaces, landscaped areas, yards, and fences; except the driveways, landscaped areas, yards and fences located on the Lots;
- (c) all easements appurtenant to the Properties, including those reserved for the common use of the Association under this Declaration;
- (d) all walks and walkways; all installations of central services or facilities for power, light, gas, water, sewer, telephone and other utilities including street lighting on or along Cooper's Hollow Drive or the other roads in the Project; and all other apparatuses, facilities and installations for common use.

The Common Area shall be conveyed to the Association not later than the time of the conveyance of the first Townhome or Lot other than the conveyance of Lot 1.

Section 6. "Declarant" shall mean and refer to Cooper's Hollow, L.L.C. a Utah limited liability company, its successors and assigns.

Section 7. "Institutional Mortgagee" shall mean and refer to a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity chartered under Federal or State laws, any corporation or insurance company, any Federal or State agency, or any other institution specified by the Board in a recorded instrument.

Section 8. "Limited Common Area" or "Limited Common Areas" shall mean the patios directly behind each Townhome and the front driveways of each Townhome whether designated on the Plat as being exclusively for such Unit or Townhome and any other Common Areas designated for exclusive use by the Owner of a particular Unit or Townhome, whether designated herein or on the Plat. Limited Common Areas that are identified on the Plat with the same number or other designation by which the Unit or Townhome is identified thereon shall be for the exclusive use of the Owner of the Unit or Townhome bearing the same number or designation. Limited Common Areas shall also include all party walls between Townhomes and the roofs which connect the Townhomes to the adjoining Townhome which walls and such roofs shall be treated as party walls as hereafter provided and also as Limited Common Areas designated for the exclusive use of the particular Units or Townhomes which are separated by such walls or joined by such roofs even though not so designated on the Plat.

Section 9. "Lot" shall mean and refer to any of the lots designated on the Plat namely Lots 1, 2 or 3.

Section 10. "Mortgage" shall mean and refer to any duly recorded mortgage or deed of trust encumbering a Lot.

Section 11. "Mortgagee" shall mean and refer to the mortgagee or beneficiary under any Mortgage. A "First Mortgagee" shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties, including Declarant and Peck and contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owners" shall mean and refer to all such persons and entities collectively.

Section 13. "Plat" shall mean the plat covering the Property and which is entitled Cooper's Hollow, Phase I, a Planned Unit Development, Lehi, Utah County, Utah, prepared by a registered engineer or land surveyor and executed by Declarant and Peck and which is filed for record in the office of the Utah County Recorder concurrently with this Declaration.

Section 14. "Property" or "Properties" shall mean and refer to those certain real properties described on Exhibits A and B attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Project or the Association.

Section 15. "Townhome" shall mean a structure which is designed, constructed and intended for use or occupancy as a single family residence on one of the Units numbered 1 through 16 (or such additional numbers for subsequent phases of the Project), together with all improvements located on the same Unit and used in conjunction with such residence, including anything located within or without said Townhome (but designated and designed to serve only that Townhome) such as decks, appliances, electrical receptacles and outlets, air conditioning units.



Section 16. "Unit" shall mean and refer to any of the Townhome Units designated on the Plat namely Units 1 through 16 (or such additional numbers for subsequent phases of the Project).

## ARTICLE II SUBMISSION OF PROPERTY, RESERVATION OF RIGHTS AND PROPERTY RIGHTS

Section 1. Submission of Property. The Declarant and Peck hereby submit and subject the Properties located in Lehi, Utah County, Utah and more particularly described on Exhibits A and B, attached hereto and by reference incorporated herein, the buildings, improvements, and other structures located thereon, all easements, rights and appurtenances, and all other property, as defined herein, to the provisions of this Declaration and declare that all such real property, buildings, improvements, structures, easements, rights, appurtenances and other property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

Section 2. Reservation of Rights in Property. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the above described real property and any improvements (including buildings or Townhomes) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete each of the Townhomes and any of the residences or improvements on any of the Lots and all of the other improvements, structures, utilities and facilities described in this Declaration or in the Plat recorded concurrently herewith or which shall hereafter be recorded and all other things reasonably necessary in connection therewith; (b) to construct and complete on the Properties, or any portions thereof, such other improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem necessary or appropriate; and (c) such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the management of the Common Areas or the sale of the Lots, Units or Townhomes hereof owned by Declarant. This reservation shall, unless sooner terminated in accordance with the terms hereof, expire ten (10) years after the date on which this Declaration is filed for record with the County Recorder of Utah County.

Section 3. Utility Easements. There is reserved hereby an easement for all pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities which traverse, intersect, or underlie the Properties, whether such pipes, lines, utilities and facilities are now existing or hereafter constructed and further are subject to an easement necessary for ingress to, egress from, repair, maintenance, and replacement of such pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities. Lehi City shall be entitled to use the said utility easements for purposes of construction, installation, repair, and maintenance of the utilities located or to be located in such easements.

Section 4. Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and shall be binding upon and inure to the benefit of Declarant and Peck and any and all parties who have acquired or hereafter acquire any interest in a Lot or Unit or in the Common Areas, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, Mortgagee, tenant, or occupant of a Lot or Unit shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Lot or Unit thereby consents to and agrees to be bound by all of the provisions of this Declaration.

ARTICLE III

DESCRIPTION OF LOTS AND COMMON AREAS

Section 1. Description of Lots. The Plat contains the Lot number, location, and dimensions of each Lot in the Project and all other information necessary to identify each such Lot.

Section 2. Description of Units. The Plat contains the Unit number, location and dimensions of each Unit in the Project and all other information necessary to identify each such Unit.

Section 3. Description of Townhomes. Each Townhome shall be constructed on a Unit and shall be of the same size and dimensions as such Unit.

Section 4. Description of Common Areas. The Plat and this Declaration contain a description of the Common Areas of the Project.

Section 5. Description of Limited Common Areas. This Declaration contains a description of the Limited Common Areas. The Plat may also contain a description of the Limited Common Areas of the Project. Certain Limited Common Areas identified on the Plat are identified with the same numbers or other designations as the Units. Each Limited Common Areas is part of or appurtenant to, is reserved for the exclusive use of, and may not be severed from the Unit bearing the same number or other designation or which is intended to be used with such Unit.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Title to Lots or Units. Title to a Lot or Unit, consisting of a fee simple interest therein, may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

Section 2. Conveyance of a Lot or Unit. Every deed, mortgage, purchase contract, lease, or other instrument, conveying, encumbering or affecting the title to a Lot or Unit shall describe that Lot or Unit by the number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear on the records of the County Recorder of Utah County, Utah, in substantially the following fashion:

Unit \_\_\_\_, Phase I, Cooper's Hollow, a Planned Unit Development, recorded in the official records of the County Recorder of Utah County, Utah, as Entry No. \_\_\_\_\_, SUBJECT TO the Declaration of Covenants, Conditions and Restrictions of Cooper's Hollow, a Planned Unit Development, recorded in the office of the Utah County Recorder as Entry No. \_\_\_\_\_, (as the same is amended or modified) TOGETHER WITH a right and easement of use of the Common Areas as described and provided in the said Declaration and Plat described above.

Lot \_\_\_\_, Phase I, Cooper's Hollow, a Planned Unit Development, recorded in the official records of the County Recorder of Utah County, Utah, as Entry No. \_\_\_\_\_, SUBJECT TO the Declaration of Easements, Covenants, Conditions and Restrictions of Cooper's Hollow, a Planned Unit Development, recorded in the office of the Utah County Recorder as Entry No. \_\_\_\_\_, (as the same is amended or modified)

TOGETHER WITH a right and easement of use of the Common Areas as described and provided in the said Declaration and Plat described above.

Whether or not the above form is used in any such instrument, the provisions of this Declaration shall be binding upon and inure to the benefit of any party acquiring an interest in a Lot or Unit.

Section 3. Limitation on Owner's Easements of Enjoyment. 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 each such Lot or Unit, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against his Lot or Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 agreeing to such dedication or transfer signed by two-thirds (2/3) or each class of members has been recorded.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who reside on his Lot or Unit.

## ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

Section 2. 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 each Owner shall be entitled to one (1) vote for each Lot or Unit owned. When more than one person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Unit.

Class B. The Class B member shall be the Declarant and Declarant shall be entitled to three (3) votes for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) the date which is seven (7) years after the date of this Declaration; or
- (b) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Provided, however, that if Declarant shall thereafter add additional Units to the Project then the Class B memberships shall be restored to Declarant until the condition of this paragraph (b) is subsequently re-met.

Section 3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Unit or Lot, the vote relating to such Unit or Lot shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the total number of votes appurtenant to such Unit or Lot be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit or Lot concerned unless an objection is made at the meeting or in writing by another Owner of the same Unit or Lot, in which event no vote will be counted with respect to such Unit or Lot except to determine the presence or absence of a quorum.

Section 4. Records of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract or notice of interest) to him or her of his or her Lot or Unit and shall file a copy of such conveyance document with the Secretary of the Association, who shall maintain a record of ownership of the Lots and Units. The Association may at any time obtain and rely on information from the Utah County Recorder regarding the Owners of Lots or Units.

ARTICLE VI  
DUTIES AND POWERS OF THE ASSOCIATION

Section 1. General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) enforce the provisions of this Declaration, the Articles of Incorporation and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association Rules as provided in the Bylaws and Section 2 of this Article;
- (b) acquire, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all personal property acquired by the Association;
- (c) keep and maintain the exterior of the Townhomes, including without limitation, the exterior walls, roofs and foundations in clean condition and in good order and repair; provided, however, this provision shall not require the Association to clean the exteriors of the windows or doors of the Townhomes, nor to provide any maintenance to the exterior of the Homes or other improvements located on the Lots;
- (d) mow and otherwise maintain all lawns and landscaped areas located on the Units but not the Lots;
- (e) may, but shall not be required to, provide for snow removal from the sidewalks adjacent to any Unit or from the driveways of the Units even if they are Limited Common Areas;
- (f) pay any utilities provided to the Townhomes or Lots which are not separately metered;
- (g) pay any real and personal property taxes and other charges assessed against the Common Area unless the same are separately assessed to the Owners;

- (h) obtain, for the benefit of the Common Area, all water, gas and electric, refuse collections and other services and to pay for the same, if any;
- (i) grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Properties;
- (j) contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members;
- (k) delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;
- (l) establish and maintain a working capital and contingency fund in an amount to be determined by the Board;
- (m) have the duty to maintain architectural control over the Properties and appoint the architectural committee in connection therewith, pursuant to the Article hereof entitled "Architectural Control";
- (n) have the power of entry upon any Unit or Lot where necessary in connection with inspection, construction, maintenance or repair for the benefit of the Common Area, or the Owners;
- (o) acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Area, the administration of the affairs of the Association or for the benefit of the members;
- (p) negotiate contracts for portions of the Common Area, provided that any such contract with an affiliate of Declarant having a term of more than one (1) year shall require the majority vote or written approval of the Class A Members;
- (q) have the power to establish in cooperation with Lehi City a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Area to said district.

Section 2. Association Rules. The Board shall also have the power pursuant to the procedures set forth in its Bylaws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas; provided, however, that the Association Rules may not discriminate among Owners of Units (although it may discriminate between Owners of Units versus Owners of Lots based on differences in their respective Lots or Units) and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each

Owner and Institutional Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

Section 3. Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws, provided, however, no such delegation, whether to a professional management company, the architectural committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

## ARTICLE VII DUTIES OF OWNERS

Section 1. Maintenance and Repair. Each Owner of a Lot shall, at his or her sole cost and expense, keep his or her Lot and the Home and any other buildings or improvements located thereon in a clean, sanitary and attractive condition and in a good state of repair, such exterior maintenance shall include without limitation, roof, walls, windows, glass, doors, patios, balconies, gutters, downspouts, fences, and all grass or landscaped areas. Until such time as a Home is constructed on a Lot, the respective Owner(s) thereof shall also be required to keep the weeds thereon controlled or mowed and to otherwise maintain the same in a presentable condition. Each Owner of a Unit or Townhome shall, at his or her sole cost and expense, keep his or her Unit, including driveways and patios in a clean, sanitary and attractive condition and shall perform such exterior maintenance, including snow removal, as is not performed by the Association in accordance with Article VI.

Section 2. Unit Maintenance. Each Owner of a Unit shall at his or her own cost and expense maintain, repair, paint, re-paint, tile, paper or otherwise finish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors, and windows and doors forming the boundaries of his or her Unit, and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his or her Unit in good repair and in a clean and sanitary condition, he or she shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with his or her Unit.

Section 3. Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designated as being appurtenant to, and for use in connection with, his or her Unit in a clean, sanitary and attractive condition at all times, notwithstanding any duty or obligation of the Association, to maintain and repair Common and Limited Common Areas pursuant to the provisions of Article VI.

Section 4. Acts of Owner. In the event that the need for extra maintenance or repair of a Lot, Unit Townhome or any improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot or Unit needing such maintenance or repair, the cost of such extra maintenance shall be added to and become part of the assessment to which such Lot or Unit is subject.

Section 5. Insurance. Each Owner shall obtain and maintain in force such homeowner hazard and liability coverage as is customary in projects such as the Development and which is consistent with each Owner's individual circumstances, mortgage requirements, etc.

Section 6. Assessments and Rules Observance. Each Owner shall be responsible for the prompt payment of any assessments provided for in this Declaration and for the observance of the Rules and Regulations promulgated by the Association from time to time.

Section 7. Transfer of Interests. Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his or her interests in his or her Unit or Lot to another, either voluntarily or by operation of law, shall be relieved of all obligations under this Declaration, following such transfer.

## ARTICLE VIII COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and Peck, for each Lot or Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Unit 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, which assessments shall 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 Lots or Units and shall be a continuing lien upon the Lot or Unit 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 Unit or Lot at the time when the assessment fell due as hereafter set forth.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and for the exterior maintenance of the Townhomes situated upon the Properties.

Section 3. Annual Assessment. Annual Assessments shall be computed by the Board of Trustees of the Association and assessed against all Lots and Units in the Project based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas, and the exterior maintenance of the Townhomes and the other expenses provided for herein. Such estimated expenses may include, without limitation the following: expenses of management; real property taxes and special assessments by the governmental authorities against the Lots or Units until the same are separately assessed; premiums for all insurance that the Association is required or permitted to maintain hereunder; utility fees for Common Areas and for any utilities such as water, sewer, and pressurized irrigation which are not separately metered; repairs and maintenance of the Common Areas; repairs and maintenance of the exteriors of the Townhomes; wages for Association employees, including fees for a Manager (if any); legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, major maintenance reserve, and/or surplus or sinking fund; creation of an adequate reserve fund for maintenance repairs and replacement of those Common Areas that must be replaced on a periodic basis, where such reserve is to be funded by monthly payments rather than extraordinary special assessment; creation of an adequate reserve fund for exterior maintenance and repairs to the exteriors of the Townhomes that must be replaced on a periodic basis where such reserve is to be funded by monthly payments rather than extraordinary special assessment; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this Article shall be part of the Common Expense Fund.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment 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 Areas, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments shall be paid at such time as shall be voted upon by 2/3 of the Members who vote to approve such special assessment.

Section 5. Notice and Quorum for any action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (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 for more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. It is acknowledged that the Townhomes will receive the benefit of the exterior maintenance of such Townhomes and of the limited and common areas in the vicinity thereof and that the Lots will not receive such direct benefit. The costs and expenses of maintaining the exteriors of the Townhomes, landscaping around the Townhomes, and the Limited Common Areas and Common Areas in the vicinity of the Townhomes including the roads between the Townhomes shall be allocated to the Units (not including the Lots). Such allocation shall be equal and uniform among such Townhomes. The costs and expenses of maintaining Cooper's Hollow Drive including any street lighting associated with such road and the general and administrative expenses of the Association and any other expenses provided for under this Declaration except those which are directly attributable to the Units and Townhomes shall be allocated to both the Lots and the Units. Such allocations shall be equal and uniform among the respective Lots and Units. The costs and expenses of any utility services which are not separately metered shall be allocated to the Units or Lots served by such utilities. Special Assessments shall be allocated to the Units or the Lots as applicable in accordance with the foregoing allocation.

Section 7. Annual Budget. Annual assessments shall be made on a calendar year basis; provided however that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Association as the date of commencement of the Assessments. The Association shall give written notice to each Owner as to the proposed budget and the amount of the annual assessment (hereafter "Annual Assessment") with respect to his or her Unit or Lot not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the calendar year. The budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, reserves, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessments for the upcoming calendar year and the major guideline under which the Project shall be operated during such annual period.

Section 8. Payment. Each Annual Assessment shall be due and payable in monthly installments on the 1st day of each and every month and no separate notices of such monthly installment shall be required. Each monthly assessment shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within (30) days after such date. In addition, in the event that any installment of the Annual Assessment is not paid within thirty (30) days of the date such installment becomes due, the Association may, at its option, and upon thirty (30) days' prior written notice to the Owner accelerate the due date for all remaining Annual



Assessment installments for the calendar year and all accrued but unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said thirty (30) day notice period and interest shall accrue on the entire sum at the rate of eighteen percent (18%) per annum from such date until paid in full. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date thirty (30) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

Section 9. Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 4 above, except that the vote therein specified shall be unnecessary.

Section 10. No Waiver of Assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Unit or Lot.

Section 11. Lien for Assessments. All sums assessed to a Unit or Lot pursuant to the provisions of this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit or Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner, and a description of the Unit or Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Utah County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. Such costs, expenses, and attorney's fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Association shall have the right and power to bid an amount equal to its existing lien at any foreclosure sale, and to acquire, hold, convey, lease, rent, mortgage or use the Unit or Lot the same as the Owner. A release of lien shall be executed by the Association and recorded in the office of the County Recorder of Utah County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Section 12. Subordination of Liens to First Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage given in the first instance to an Institutional Mortgage; and the holder of any such Mortgage or purchaser who comes into possession of or becomes the Owner of a Unit or Lot by virtue of the foreclosure of such first Mortgage or the exercise of a power of sale under such first Mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment installment which accrues or becomes due prior to the date of such sale by the Institutional Mortgagee; provided, that to the extent there are any proceeds of the sale on foreclosure of such first Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such first Mortgage, the lien shall apply to such excess. No sale or transfer of a Unit or Lot in connection with any foreclosure of a first Mortgage shall relieve any Unit from the lien of any assessment installment thereafter becoming due.

Section 13. Curing of Default. Upon the timely payment, or other satisfaction, of (i) all delinquent assessments specified in the notice of claim of lien, (ii) all other assessments which have become due and payable with respect to the Lot or Unit as to which such notice of claim of lien was recorded and (iii) interest, late charges and attorneys' fees pursuant to this Declaration and the notice of claim of lien which have accrued, officers of the Association or any other persons designated by the Board are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

Section 14. Certificate of Payment of Assessments. Upon payment of a reasonable fee and upon written request of any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit or Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit or Lot; the amount of the current yearly assessment and the portion thereof which has heretofore been paid; credit for advanced payments or prepaid items, including, but not limited to, prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within thirty (30) days, all unpaid assessments which become due prior to the making of such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement.

Section 15. Notice to and Payment by Mortgagee of Unpaid Assessments. The Association shall report to any Mortgagee or other encumbrancer of a Unit or Lot any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such Mortgagee or encumbrancer first shall have furnished to the Association written notice of such encumbrance and a request for notice of unpaid assessments. A Mortgagee or other encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Notice, and upon such payment such shall be subrogated to all rights of the Association with respect to such lien, including priority.

Section 16. Personal Obligation of Owner. The amount of any Annual or Special Assessment shall be the personal obligation of the Owner to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his or her Unit or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

Section 17. Personal Liability of Purchaser. A purchaser of a Unit or Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Unit or Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

Section 18. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

ARTICLE IX  
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Trustees of the Association shall appoint a three-member Architectural Control Committee (the "Committee"), the function of which shall be to ensure that all improvements and landscaping within the Project harmonize with existing surroundings and structures. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

Section 2. Submission to Committee. No Home to be constructed on the Lots, nor any residential improvement or accessory of or addition thereto shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any such residential improvements, accessories or additions shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee.

Section 3. Control Committee. No minimum standards for construction shall be set forth herein although the Committee may adopt basic guidelines for the benefit and aid of Owners to prepare plans and specifications. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee, in its sole discretion and best judgment, shall ensure that all Homes, Townhomes, improvements, materials, construction, landscaping, and alterations on Units and Lots within the Project are in keeping with a definite, though undefined standard, and that once established, future construction shall conform to and harmonize with existing surroundings and structures. Any structure hereafter constructed on any Lot or Unit in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location, materials and architectural style and be approximately the same size as the prior structure; and if the plans and specifications therefor meet such criteria, the Committee must approve the same.

Section 4. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission; provided, however, that plans and specifications for any replacement structure to be constructed in substantially the same configuration, location and architectural style and to be of substantially the same size as its predecessor shall be approved or disapproved within ten (10) days after submission. In the event the Committee fails to take any action within such specified periods, it shall be deemed to have approved the plans and specifications submitted except in those respects where such plans and specifications are not in conformity with the provisions of this Declaration, as to which respects it shall be deemed disapproved. All drawings for all construction of the Homes on the Lots and of all construction which shall occur after the initial construction of the Townhomes where a building permit would be required by Lehi City for such construction shall be signed and stamped by the Architectural Control Committee before the same shall be submitted to Lehi City.

Section 5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall proceed diligently to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy portions of the Common Areas in the vicinity of the activity provided that they shall promptly restore such areas to their prior condition when the use thereof is no longer required.

Section 6. Liability for Damages. Neither the Committee nor any member thereof shall be held liable for damages by reason of any action, inaction, approval, or disapproval taken or given without malice by such member or the Committee with respect to any request made pursuant to this Article.

Section 7. Declarant's Obligation. Declarant hereby covenants in favor of each Owner (a) that the Townhomes and all other residential improvements to be erected on the Units by it and all improvements of the Common Areas to be accomplished by it in the Project will be architecturally compatible with respect to one another and (b) that on the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah, all Units and Common Areas of the Project will be located approximately in the locations shown on the Plat. Peck hereby covenants in favor of each Owner that the Homes and all other residential improvements to be erected by it in the Project will be architecturally compatible with the Townhomes.

## ARTICLE X PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Townhomes upon the Units and placed on the dividing line between the Units and each roof or portion of a roof which joins two adjoining Townhomes shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

## ARTICLE XI INSURANCE

Section 1. Hazard Insurance. The Association shall procure and maintain, from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports, a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the Common Areas, including common personal property and supplies owned by the Association, with either a Replacement Cost Endorsement or a Guaranteed Replacement Cost Endorsement and an Agreed

Amount Endorsement or its equivalent, an Inflation Guard Endorsement, if available, and such other endorsements as the Association shall deem necessary. The Association shall not provide nor be required to provide hazard or liability insurance for any of Owner's improvements or personal property. Such policy or policies shall provide for deductibles which shall not be greater than the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the face amount of the policy. Such insurance policy or policies shall name the Association as insured and shall afford protection against loss or damage by fire and other hazards that are normally covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, and such other risks as are normally covered by the standard "all risk" or Cause of Loss-Broad Form policy of insurance. The Policy shall provide that it may not be canceled or substantially modified by the insurer unless it gives at least thirty (30) days' prior written notice thereof to each insured.

Section 2. Liability Insurance. The Association shall procure and maintain from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports a policy or policies (herein called the "Policy") of public liability insurance to insure the Association, the Board, the Manager and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the operation, maintenance and use of the Common Areas, any activities thereon, and any conditions of the Common Areas under a Comprehensive General Liability form of policy. Such insurance shall be for such limits as the Association may decide, but not less than \$1,000,000 for personal injury and property damage arising out of a single occurrence which coverage shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for the property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use to the Common Areas. The Policy shall contain an endorsement which shall preclude the insurer from denying the claim of any Owner because of the negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds, as between themselves, are not prejudiced. The Policy shall provide that it may not be canceled or substantially modified by the insurer unless it gives at least thirty (30) days' prior written notice thereof to each insured.

Section 3. Fidelity Insurance. The Association may procure and maintain from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports a policy or policies of blanket fidelity insurance to protect against dishonest acts on the part of any trustee, officer, manager, agent, employee or other person who administers, handles, or is otherwise responsible for the funds of the Association. Such policy or policies shall name the Association as the obligee, shall provide coverage for the maximum sum of funds, including reserves, which will be in the possession or custody of the Association at any time the policy is in force, but in no event less than three (3) months assessment on all Lots or Units, plus reserves. The policy or policies shall provide that they may not be canceled or substantially modified by the insurer unless it gives at least thirty (30) days prior written notice thereof to each insured. The policy shall contain a waiver of any defense for persons who serve without compensation. In the event the Association shall engage the services of a management agent who shall administer, handle or be responsible for the funds of the Association, then the Association shall require such management agent to provide a policy or policies of fidelity insurance which shall provide the same insurance coverage as required of the Association by this Section.

Section 4. Worker's Compensation. The Association shall carry worker's compensation and employer's liability insurance and other similar insurance with respect to all employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 5. Additional The Association may also procure such additional insurance which shall insure the Common Areas, the Association or the Owners and others against such additional risks as the Association shall deem advisable.

Section 6. General Requirements. Each policy of insurance obtained by the Association shall be written by insurers licensed in the State of Utah. If reasonably possible, each policy of insurance to be obtained by the Association shall provide:

- (a) a waiver of the insurer's right of subrogation against the Association, Owners, and their respective trustees, directors, officers, agents, employees, invitees and tenants;
- (b) that it cannot be canceled, suspended or invalidated due to the conduct of any Owner or Owners, but only due to the conduct of the Association, and then only after the Association shall have failed to cure or correct the defect within a reasonable time after a written demand to so cure or correct;
- (c) that any "no other insurance" clause shall not apply to any insurance maintained individually by any Owner, and
- (d) coverage shall not be prejudiced by any failure by the Association or Board to comply with any warranty or condition with regard to any portion of the Project over which the Association and Board have no control;

No such policy shall be maintained where

- (e) under the terms of the carrier's charter, bylaws or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Board, the Association, a Townhome, the Common Area, or the Project;
- (f) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members;
- (g) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or

If, due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Sections 1 through 3 of this Article XI cannot reasonably be secured, with respect to such coverage the Association or the Board shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist.

Section 7. Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a common expense to be included in the annual assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of at the discretion of the Board. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) trustees of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association and the members.

Section 8. Payment of Taxes or Premiums by First Mortgagees. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, unless such taxes or charges are separately assessed against the Owners, in which case the rights of First Mortgagees shall be governed by the provisions of their Mortgages. First Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any First Mortgagee which requests the same to be executed by the Association.

## ARTICLE XII EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas, the members hereby appoint the Board and such persons as the Board may delegate to represent all of the members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association.

## ARTICLE XIII USE RESTRICTIONS

Section 1. Restrictions Concerning Common Areas. There shall be no obstructions of Common Areas by the Owners, their tenants, guest or invitees. The Association may, by its Rules, prohibit or limit the use of Common Areas and Facilities as may be reasonably necessary to protect the interests of all the Owners, the Units or Lots, or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Association.

Section 2. No Further Subdivision. No further subdivision of any Lot or Unit shall be permitted at any time, whether by physically subdividing a lot or by dividing up ownership into different time periods.

Section 3. Residential. The Project is zoned residential and is restricted to single family residential use pursuant to applicable provisions of Lehi City's zoning ordinances. Each Lot and Unit and each Owner is subject to the uses and restrictions imposed by such zoning, including any parking restrictions. The term "residential" as used herein shall be held and construed to exclude individual room letting or boarding, and commercial and professional uses which are not the subject of a permit granted by Lehi City pursuant to its then current home occupation ordinance, if any.

Section 4. Family Occupation. No Unit or any part thereof shall be used or occupied by any persons not coming within the definition of "Family" as such terms are defined and intended in the Lehi City Zoning Ordinances as of the date hereof.

Section 5. Leasing Restrictions. No lease of any Unit or Lot shall be for less than the whole thereof nor for an initial term of less than one year. All leases shall be subject to the provisions of this Declaration whether or not stated therein.

Section 6. Prohibited Uses, Nuisances, and General Restrictions. The following uses and practices are specifically prohibited, in addition to any additional restrictions, which may, from time to time, be adopted by the Association pursuant to this Declaration.

- (a) No animals, livestock, or poultry of any kind shall be permitted on Common Areas or within any Unit or Lot except such domesticated household pets or birds as are allowed pursuant to the Rules, including leash laws, adopted by the Association pursuant to this Declaration.
- (b) No parking of vehicles of any kind, including recreational vehicles and boats shall be permitted on the streets within the Project. Recreational vehicles & boats may not be stored within the Project. Parking in designated guest parking within the Project shall be subject to the Rules adopted by the Association pursuant to this Declaration. Each unit may have only two (2) cars, regardless of garage size or unit square footage. The provisions of this paragraph shall be non-amendable.
- (c) No outside television or radio aerial or antenna, or other similar device for reception or transmission, shall be permitted on any Common Area or the exterior of any Unit or the Homes on any Lot except pursuant to written approval of the Association which approval shall be site specific and non precedent setting.
- (d) No Unit within the Project shall contain any fireplace or any window-mount evaporative coolers or air conditioners.
- (e) Owner's or resident's business vehicles in excess of one-ton trucks shall not be parked in front of Units or on Lots overnight, nor shall any vehicle be repaired, disassembled, or reassembled on any Common Area, garage apron, public street, or designated guest parking in the Project.
- (f) Unit garages are to be used for the parking of automobiles and not for general storage, boats, recreational vehicles or miscellaneous items.
- (g) Except for trash collection days, trash receptacles are not to be left outside within view of the public streets. Empty trash receptacles must be returned to garages the day of collection.
- (h) Unit interior windows shall be covered within 30 days of occupancy with permanent window coverings, white or off white in color (as seen from the exterior).
- (i) Unit patios and balconies shall not be used as general storage areas, for the hanging and drying of laundry, nor for decorative items visible from adjoining Units or public streets.
- (j) No Unit shall contain more than five-bedrooms nor more than one kitchen.

Section 6. Signs. No signs or other advertising shall be displayed which are visible from the exterior of any Unit or Lot, or on the Common Areas, including "For Sale" signs, except in conformity with the Rules promulgated by the Association.

Section 7. Temporary Structures. No building of a temporary character, tent, shack, garage, barn or other out-building shall hereafter be used on any Lot or Unit at any time, either temporarily or permanently.



Section 8. Unsightly Items. All weeds rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot or Unit unless completely obscured from the view of adjoining streets, Lots, Units, Common Areas and adjoining properties from a height of at least six (6) feet. Any fence or screen required by this Section shall comply with any standards promulgated by the Board as to size, color or other qualifications for permitted fences or screens.

Section 9. Nuisance. No noxious or offensive or activity shall be carried on upon any Lot or Unit, or any part of the Properties nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall, in any way, interfere with the quiet enjoyment of each of the Owners of his or her respective Townhome or Lot.

Section 10. Declarant's Right to Sell Units. Until Declarant has completed and sold all of the Units and Lots within the Project or on any additional land which is added to the Project, the Owners who have purchased Units or Lots from Declarant shall not interfere with the completion of the contemplated improvements and the sale of all remaining Units or Lots. Declarant may make such use of the unsold Lots or Units and the Common Areas as may facilitate such completions and sale, including but not limited to, the maintenance of a sales office and models, the showing of the Units or Lots and the display of signs.

#### ARTICLE XIV EASEMENTS

Section 1. Amendment to Eliminate Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant herein without prior written approval of Declarant and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarant.

Section 2. Owners' Rights and Duties; Utilities and Cable Television. The rights and duties of the Owner with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

- (a) Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Properties, the Owner of any Lot or Unit served by said connections, lines, or facilities shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners, an easement to the full extent necessary therefor, to enter upon the Lots or Units owned by others, or to have utility companies enter upon the Lots or Units owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall repair any damage to a Lot or Unit caused by such entry as promptly as possible after completion of work thereon.
- (b) Wherever sanitary sewer connections, water connections, electricity, gas, telephone or cable television lines or drainage facilities are installed within the Properties, which connections serve more than one (1) Lot or Unit, the Owner of each Lot or Unit served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his or her Lot or Unit.

Section 3. Utilities. Easements over the Properties for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded plats of the Properties are hereby reserved by Declarant, together with the right to grant and transfer the same. Lehi City shall be entitled to use the said utility easements for purposes of construction, installation, repair, and maintenance of the utilities located or to be located in such easements.

Section 4. Easement for Use of Common Areas. Each Lot or Unit shall have appurtenant thereto a nonexclusive right and easement for use of the Common Areas, which shall, include, without limitation, an easement for ingress to and egress from the said Lot or Unit and in the case of the Townhomes a right of lateral support. Each Unit shall have appurtenant thereto an exclusive right and easement for use of the Limited Common Areas designated for the exclusive use of such Unit. The rights and easements described herein shall pass with the title to each Lot or Unit, whether by gift, devise, inheritance, transfer, conveyance, encumbrance, or otherwise and whether or not reference is made thereto and in no event shall such rights and easements be separated from the Lot or Unit. No Owner shall bring any action for partition of the Common Areas. The rights and easements described herein shall be for the purposes and uses set forth in this Declaration and shall be subject to such reasonable rules and regulation regarding the use of the Common Areas and Limited Common Areas as the Association shall establish.

Section 5. Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Lot, Unit or Townhome, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot, Unit or Townhome encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Lot, Unit or Townhome, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas, or the Lots or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any building or improvement on the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 6. Easements for Access to Common Areas. Some of the Common Areas are or may be located within the Lots, Units or Townhomes, or may be conveniently accessible only through the Lots, Units or Townhomes. There is reserved hereby an easement of access over, across, through and under each Lot, Unit or Townhome for access to all Common Areas for the purpose of maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom and for the purpose of emergency repairs to prevent damage to the Common Areas or to another Lot, Unit or Townhome.

Use of the easement may be exercised by the Association, or its agents, during reasonable hours and upon reasonable notice, except in an emergency in which event the notice to be given and the hours for access shall be in accordance with the circumstances. Damage to any Lot, Unit or Townhome resulting from such maintenance, repair, emergency repair or replacement of any of the Common Areas or as a result of the emergency repairs on or within another Lot, Unit or Townhome at the insistence of the Association shall be at the expense of the Association. However, if such damage is the result of the negligence of an Owner, then such Owner shall be financially responsible for such damage. Such damage shall be repaired and the Property shall be restored substantially to the same condition as existed prior to the damage.

Section 7. Easements Deemed Created. All conveyances of Lots or Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE XV  
RIGHTS OF LENDERS

Section 1. Filing Notice; Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a First Mortgage encumbering a Lot or Unit within the Properties. Wherever the approval of all or a specified percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of all or a specified percentage only of those Mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a mortgagee shall remain effective without any further action by such mortgagee for so long as the facts set forth in such notice or request remain unchanged.

Section 2. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Lot or Unit, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot or Unit, except as otherwise provided in this Article.

Section 3. Curing Defaults. A Mortgagee or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale, shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

Section 4. Resale. It is intended that any loan to facilitate the resale of any Lot or Unit after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

Section 5. Relationship With Assessments Liens.

- (a) The lien provided for in the Article hereof for the payment of Assessments shall be subordinate to the lien of any Mortgage which is recorded prior to the date any such assessment becomes due.
- (b) If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a Mortgage: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (2) the foreclosure of the lien of said Mortgage, the acceptance of a deed in lieu of foreclosure of the Mortgage or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest,

shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

- (c) Any Mortgagee who obtains title to a Lot or Unit by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale, shall take title to such Lot or Unit free of any lien or claim for unpaid assessments against such Lot or Unit which accrue prior to the time such Mortgagee or purchaser takes title to the Lot or Unit.
- (d) Nothing in this Section shall be construed to release any Owner from his obligation to pay for any assessment levied pursuant to this Declaration.

Section 6. Seventy-Five Percent Vote of Institutional Mortgagees. Except upon the prior written approval of at least seventy-five percent (75%) of Institutional Mortgagees, based on one (1) vote for each First Mortgage held, neither the Association nor the members shall be entitled to do any of the following:

- (a) Dissolve the Association or abandon or terminate the maintenance of the Common Areas by the Association; or
- (b) Amend a material provision of this Declaration, the Bylaws or the Articles of Incorporation of the Association, and without limiting the generality of the foregoing, the provisions of this Article, or any other rights granted specifically to the Mortgagees pursuant to any other provision of this Declaration; or
- (c) Abandon, partition, sell, alienate, subdivide, release, transfer, hypothecate or otherwise encumber the Common Areas; provided, however, the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not require such approval.

Section 7. Other Rights of Institutional Mortgagees. Any Institutional Mortgagee, or its mortgage servicing contractor, shall, upon written request to the Association, be entitled to:

- (a) Inspect the books and records of the Association during normal business hours; and
- (b) Receive the annual unaudited financial statement of the Association ninety (90) days following the end of the Association's fiscal year; and
- (c) Receive written notice of all annual and special meetings of the members or of the Board, and Institutional Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give an Institutional Mortgagee the right to call a meeting of the Board or of the members for any purpose or to vote at any such meeting; and
- (d) Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Lot or Unit is encumbered by such Institutional Mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association; provided, however, the

Association shall only be obligated to provide such notice to Institutional Mortgagees whose written request therefor to the Association specifies the Lot or Unit to which such request relates.

Section 8. Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any loan encumbering a Lot or Unit.

Section 9. Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Section 10. Voting Rights of Institutional Mortgagees. In the event of a default by the Owner of any Lot or Unit in any payment due under the terms of any Institutional Mortgage or the promissory note secured thereby, the Institutional Mortgagee or his representative shall have the right, upon giving written notice to such defaulting owner and the Association and placing of record a notice of default, to exercise the voting rights of such defaulting Owner attributable to such Lot or Unit at any regular or special meeting of the members held during such time as such default may continue. Any such Owner's voting rights shall be restored to him at such time as such default is cured.

Section 11. Notice of Destruction or Taking. In the event that the Common Area, or any portion thereof, are substantially damaged or are made the subject of any condemnation proceeding in eminent domain or are otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any Institutional Mortgagee affected by such destruction, taking or threatened taking. As used herein, "substantially damaged" shall mean exceeding Ten Thousand Dollars (\$10,000). If requested in writing by an Institutional Mortgagee, the Association shall evidence its obligations under this Section in a written agreement in favor of such First Mortgagee.

#### ARTICLE XVI GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, any Owner or Lehi City, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens and Association Rules, the Association shall have the exclusive right to enforcement thereof. The Association, Declarant, any Owner or Lehi City shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles of Incorporation or Bylaws of the Association or by any Owner to enforce any covenant, condition or restriction herein contained, or in the Articles of Incorporation or Bylaws of the Association. Any failure to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and bind the Properties, 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.

Section 4. Amendment. Except as provided below, this Declaration may be amended by, but only by, an instrument recorded in Utah County, Utah, which is executed by Owners (including

Declarant) who collectively hold at least sixty-seven percent (67%) of the total outstanding votes in the Association. In addition, such right of amendment shall be subject to the following qualification: (1) No amendment to any provision of this Declaration which has the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant (in its capacity as Declarant), shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant or by such Association, as the case may be. No Amendment shall be made without the approval of Lehi City.

Section 5. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of votes outstanding in the Association or of the Owners, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes then outstanding in the Association, unless a higher percentage or a greater number is required by law. The following additional provisions shall govern any application of this Section 5:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

(c) Any change in ownership of a Unit or Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Unit are secured, the consent of none of such Owners shall be effective.

Section 6. Annexation. For a period of seven (7) years after the recording of this Declaration, Declarant may add the additional residential property described on Exhibit C and by reference incorporated herein, or any part of such real property. Additional residential property and Common Area may also be annexed to the Properties with the consent of two-thirds (2/3) of the members. Any such annexation shall occur by execution of a Supplement to this Declaration submitting such Property, or portion thereof, to the terms hereof. Upon such annexation, such annexed property shall be deemed to be included in the definition of Properties and to be part of the Project. Until Annexation, this Declaration shall not be binding upon the annexed property.

Section 7. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Properties and the Common Area. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 8. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and neuter.

Section 9. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

Section 10. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the

other party thereto as part of the judgment, reasonable attorney's fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be added to and become part of the assessments with respect to the Lot or Unit involved in the action.

Section 11. Notices. Any notice to be given to an Owner or a Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

- (a) Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot or Unit. Any notice so deposited in the mail, shall be deemed delivered three (3) days after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.
- (b) Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice or, if no such address is furnished, to any office of the Mortgagee in Utah or Salt Lake Counties, Utah, or, if no such office is located in said Counties, to any office of such Mortgagee.

Section 12. Obligation of Declarant. So long as Declarant is constructing the Townhomes Declarant shall not be subject to the provisions of the Article entitled "Architectural Control".

Section 13. Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy, and enjoyment of the Properties and each and every Lot and Unit and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 14. Personal Covenant. To the extent the acceptance of a conveyance of a Lot or Unit creates a personal covenant between the Owner of such Lot or Unit and Declarant, or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

Section 15. Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the architectural committee or any other committee of the Association or any member of such Board or committee shall be liable to any Member of the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

Section 16. Leases. Any agreement for the leasing or rental of a Lot (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association and the Association Rules. Said lease shall further provide that any failure by the lessee thereunder

to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his Lot or Unit shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles of Incorporation and the Bylaws of the Association and Association Rules.

Section 17. Construction By Declarant. Nothing in this Declaration shall limit the right of Declarant and its successors in interest to alter the Common Area or the Units, or to construct such additional improvements as Declarant and its successors in interest deem advisable prior to completion and sale of the entire Project. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Properties such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Properties additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Project. Prospective purchasers and Declarant shall have the right to use the Common Area for access to the sale facilities of Declarant, and Declarant reserves the right to alter its construction plans and designs as it deems appropriate.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19<sup>th</sup> day of September, 2003.

PECKS:

Wayne M. Peck  
Wayne M. Peck

Linda G. Peck  
Linda G. Peck

DECLARANT:

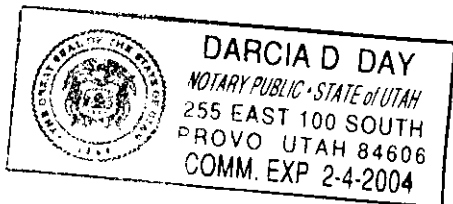
COOPER'S HOLLOW, L.L.C.,  
a Utah limited liability company

By: Steve G. Davies  
Steve G. Davies, Manager

STATE OF UTAH )  
COUNTY OF Ut ; ss.

The foregoing instrument was acknowledged before me this 19 day of September 2003, by Steve G. Davies, Manager of Cooper's Hollow, L.L.C., a Utah limited liability company, the signers of the above instrument, who duly acknowledged to me that they have authority to execute the within and foregoing instrument in behalf of said Limited Liability Company, and that said Limited Liability Company executed the same. corporation .

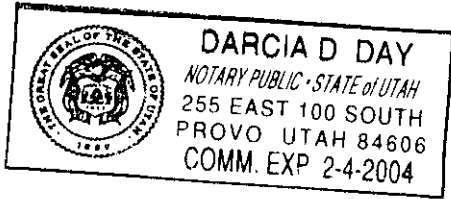
Darcia D. Day  
Notary Public





STATE OF UTAH )  
 ) ss:  
COUNTY OF UTAH )

On this 19 day of September, 2003, personally appeared Wayne M. Peck and Linda G. Peck, personally known to me to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.



*Darcia D Day*  
\_\_\_\_\_  
Notary Public

## EXHIBIT A

## Legal Description of Declarant's Phase I Property

Beginning at a point on the Easterly right-of-way of 1200 East Street, which point is; North  $00^{\circ} 13' 21''$  West 245.05 along the section line and East 46.70 feet from the Southwest Corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence North  $00^{\circ} 13' 21''$  West 125.03 feet; thence South  $86^{\circ} 09' 00''$  East 196.94 feet; thence South 127.00 feet; thence South  $85^{\circ} 55' 21''$  East 134.06 feet to a point of curvature; thence Northeasterly 39.41 feet along the arc of a 24.00 foot radius curve to the left, (center bears North  $4^{\circ} 04' 39''$  East, long chord bears North  $47^{\circ} 02' 19''$  East 35.13 feet, with a central angle of  $94^{\circ} 04' 39''$ ); thence North 39.07 feet; thence South  $89^{\circ} 39' 20''$  East 28.00 feet; thence South  $00^{\circ} 00' 12''$  East 44.32 feet to a point of curvature; thence Southeasterly 35.99 feet along the arc of a 24.00 foot radius curve to the left, (center bears North  $89^{\circ} 59' 48''$  East, long chord bears South  $42^{\circ} 57' 47''$  East 32.71 feet, with a central angle of  $85^{\circ} 55' 09''$ ); thence South  $85^{\circ} 55' 21''$  East 8.20 feet to a point of curvature; thence Northeasterly 4.71 feet along the arc of a 3.00 foot radius curve to the left, (center bears North  $4^{\circ} 04' 39''$  East, long chord bears North  $49^{\circ} 04' 39''$  East 4.24 feet, with a central angle of  $90^{\circ} 00' 00''$ ); thence North  $1^{\circ} 04' 39''$  East 17.00 feet; thence South  $85^{\circ} 55' 21''$  East 55.00 feet; thence South  $4^{\circ} 04' 39''$  West 16.94 feet to a point of curvature; thence Southeasterly 4.82 feet along the arc of a 3.00 foot radius curve to the left, (center bears South  $85^{\circ} 55' 21''$  East, long chord bears South  $41^{\circ} 59' 02''$  East 4.32 feet, with a central angle of  $92^{\circ} 07' 21''$ ) to a point of reverse curvature; thence Northeasterly 33.70 feet along the arc of a 85.00 foot radius curve to the left, (center bears North  $1^{\circ} 57' 18''$  East, long chord bears North  $80^{\circ} 35' 52''$  East 33.48 feet, with a central angle of  $22^{\circ} 42' 51''$ ); thence South  $20^{\circ} 45' 33''$  East 47.38 feet; thence South  $4^{\circ} 00' 47''$  West 143.92 feet; thence South  $85^{\circ} 59' 13''$  East 22.89 feet; thence South  $4^{\circ} 00' 47''$  West 29.65 feet; thence North  $85^{\circ} 59' 13''$  West 152.11 feet; thence North  $86^{\circ} 26' 42''$  West 27.04 feet; thence North  $86^{\circ} 30' 04''$  West 205.16 feet; thence North  $84^{\circ} 19' 07''$  West 114.74 feet to the Easterly right-of-way line of 1200 East Street; thence Northwesterly 192.69 feet along the arc of a 588.00 foot radius curve to the right, (center bears North  $71^{\circ} 00' 52''$  East, long chord bears North  $9^{\circ} 36' 14''$  West 191.83 feet, with a central angle of  $18^{\circ} 45' 47''$ ) along the Easterly right-of-way of 1200 East Street; thence South  $89^{\circ} 46' 39''$  West 5.62 feet; thence North  $0^{\circ} 13' 21''$  West 23.28 feet to the point of beginning.

Contains 134,646 sq. ft., 3.09 acres.

EXHIBIT B  
Legal Description of Peck Property

Lot 1

Beginning at a point of curvature which point is North  $00^{\circ} 13' 21''$  West 32.65 feet along the section line and East 83.59 feet from the Southwest Corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence 192.69 feet along the arc of a 588.42 foot radius curve to the right, (center bears North  $71^{\circ} 00' 52''$  East and long chord bears North  $12^{\circ} 46' 22''$  West 127.36 feet with a central angle of  $18^{\circ} 45' 27''$ ) to a point of curvature; thence 19.87 feet along the arc of a 27.00 foot radius non-tangent curve to the right, (center bears South  $42^{\circ} 09' 31''$  East and long chord bears North  $68^{\circ} 55' 15''$  East 19.42 feet with a central angle of  $42^{\circ} 09' 31''$ ); thence East 0.95 feet to a point of curvature; thence 16.95 feet along the arc of a 60.00 foot radius curve to the left, (center bears North and the Long chord bears North  $81^{\circ} 54' 20''$  East 16.90 feet with a central angle of  $16^{\circ} 11' 20''$ ); thence North  $73^{\circ} 48' 40''$  East 104.16 feet to a point of curvature; thence 2.53 feet along the arc of a 67.90 foot radius curve to the right, (center bears South  $15^{\circ} 51' 14''$  East and the long chord bears North  $75^{\circ} 12' 54''$  East 2.53 feet with a central angle of  $2^{\circ} 08' 16''$ ); thence South  $3^{\circ} 52' 43''$  West 173.48 feet; thence North  $84^{\circ} 19' 07''$  West 98.97 feet to the point of beginning.

Lot 3

Beginning at a point North  $00^{\circ} 13' 21''$  West 369.74 feet along the section line and East 51.79 feet from the Southwest Corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $86^{\circ} 09' 00''$  East 191.84 feet; thence South 120.99 feet; thence North  $85^{\circ} 55' 21''$  West 24.36 feet to a point of curvature; thence 37.53 feet along the arc of a 107.90 foot radius curve to the left, (center bears South  $4^{\circ} 04' 39''$  West and the long chord bears South  $84^{\circ} 06' 42''$  West 37.35 feet with a central angle of  $19^{\circ} 55' 53''$ ); thence South  $76^{\circ} 43' 06''$  West 88.46 feet to a point of curvature; thence 13.91 feet along the arc of a 60.00 foot radius curve to the right, (center bears North  $13^{\circ} 16' 54''$  West and the long chord bears South  $83^{\circ} 21' 33''$  West 13.88 feet with a central angle of  $13^{\circ} 16' 54''$ ); thence West 16.54 feet to a point of curvature; thence 12.77 feet along the arc of a 29.00 foot radius curve to the right, (center bears North and the long chord bears North  $77^{\circ} 23' 20''$  West 12.66 feet with a central angle of  $25^{\circ} 13' 19''$ ) to a point of curvature; thence 7.19 feet along the arc of a 588.42 foot radius non-tangent curve to the right, (center bears North  $89^{\circ} 04' 39''$  East and the long chord bears North  $00^{\circ} 34' 21''$  West 7.19 feet with a central angle of  $00^{\circ} 42' 00''$ ); thence North  $00^{\circ} 25' 43''$  West 147.95 feet to the point of beginning.

## EXHIBIT C

Legal Description of Balance  
of  
Project Property

Beginning at a point North  $00^{\circ} 13' 21''$  West 356.86 along the section line and East 243.14 feet from the Southwest Corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $86^{\circ} 09' 00''$  East 158.93 feet; thence North 120.88 feet; thence North  $85^{\circ} 30' 00''$  West 7.68 feet; thence North  $0^{\circ} 49' 00''$  West 199.00 feet; thence South  $89^{\circ} 59' 35''$  East 424.53 feet; thence South 666.74 feet; thence North  $89^{\circ} 59' 24''$  West 141.92 feet; thence South  $6^{\circ} 30' 00''$  West 9.82 feet; thence North  $85^{\circ} 58' 53''$  West 90.42 feet; thence North  $4^{\circ} 00' 47''$  East 29.65 feet; thence North  $85^{\circ} 59' 13''$  West 22.89 feet; North  $4^{\circ} 00' 47''$  East 143.92 feet; thence North  $20^{\circ} 45' 33''$  West 47.38 feet to a point of curvature; thence Southwesterly 33.70 feet along the arc of a 85.00 foot radius curve to the right, (center bears South  $1^{\circ} 57' 18''$  West, long chord bears South  $80^{\circ} 35' 52''$  West 33.48 feet, with a central angle of  $22^{\circ} 42' 51''$ ) to a point of curvature; thence Northwesterly 4.82 feet along the arc of a 3.00 foot radius curve to the left, (center bears North  $85^{\circ} 55' 21''$  West, long chord bears North  $41^{\circ} 29' 02''$  West 4.32 feet, with a central angle of  $92^{\circ} 07' 21''$ ) to a point of curvature; thence North  $4^{\circ} 04' 39''$  East 16.94 feet; thence North  $85^{\circ} 55' 21''$  West 55.00 feet; thence South  $4^{\circ} 04' 39''$  West 17.00 feet to a point of curvature; thence Southwesterly 4.71 feet along the arc of a 3.00 foot radius curve to the right, (center bears South  $4^{\circ} 04' 39''$  West, long chord bears South  $49^{\circ} 04' 39''$  West 4.24 feet, with a central angle of  $90^{\circ} 00' 00''$ ); thence North  $85^{\circ} 55' 21''$  West 8.20 feet to a point of curvature; thence Northwesterly 35.99 feet along the arc of a 24.00 foot radius curve to the right, (center bears South  $89^{\circ} 59' 48''$  West, long chord bears North  $42^{\circ} 57' 47''$  West 32.71 feet, with a central angle of  $85^{\circ} 55' 09''$ ); thence North  $0^{\circ} 00' 12''$  West 44.32 feet; thence North  $89^{\circ} 39' 20''$  West 28.00 feet; thence South 39.07 feet to a point of curvature; thence Southwesterly 39.41 feet along the arc of a 24.00 foot radius curve to the right, (center bears South  $4^{\circ} 04' 39''$  West, long chord bears South  $47^{\circ} 02' 19''$  West 35.13 feet, with a central angle of  $94^{\circ} 04' 39''$ ); thence North  $85^{\circ} 55' 21''$  West 134.06 feet; thence North 127.00 feet to the point of beginning.