

AFTER RECORDING RETURN TO:

**W. Scott Kjar, Attorney-at-Law
C/O SKY Properties
585 West 500 South, #110
Bountiful, UT 84010**

Space Above This Line for Recorder's Use Only

Tax Serial No.'s:

01-439-0012; 01-440-0021;
01-408-0139; 01-442-0239;
01-107-0114; 01-441-0001; and 01-407-0009.

**ACCOMMODATION RECORDING ONLY.
FIRST AMERICAN TITLE MAKES NO
REPRESENTATION AS TO CONDITION OF
TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT.**

RECIPROCAL ACCESS AND MAINTENANCE AGREEMENT

THIS RECIPROCAL ACCESS AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as of the 15th day of August, 2012, by and between **BV LAND, LLC**, a Utah limited liability company ("BV Land"); **BELLA VIDA AT EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation (the "Bella Vida HOA"); and **VILLAS DEVELOPMENT, INC.**, a Utah corporation ("Villas Development").

WITNESSETH:

WHEREAS, Villas Development is the owner of a certain tract of land located in the City of North Salt Lake, County of Davis, State of Utah and legally described in Exhibit "A" attached hereto and made a part hereof (the "Villas Tract") to be developed into a Planned Unit Development to be known as the Villas at Bella Vida with the common area to be owned by the Villas at Bella Vida Homeowners Association, Inc. (the "Villas HOA"); and

WHEREAS, The Bella Vida HOA is the owner of the parcels that comprise the common areas of the Bella Vida at Eaglewood Planned Unit Development Phases 1 and 2, which parcels are adjacent to the Villas Tract, and are also in the City of North Salt Lake, County of Davis, State of Utah and legally described in Exhibit "A" attached hereto (the "Bella Vida Tract"); and

WHEREAS, BV LAND is the owner of a certain tract of land adjacent to both the Villas Tract and the Bella Vida Tract and also located in the City of North Salt Lake, County of Davis, State of Utah and legally described in Exhibit "A" attached hereto (the "Club House Parcel"); a proposed site map of the Villas Tract, the Bella Vida Tract, and the Club House Parcel is attached hereto as Exhibit "B"; and

WHEREAS, the Bella Vida HOA leases the Club House Parcel from BV Land and is the owner of the club house building built on the Club House Parcel; a proposed site map of the Villas Tract, the Bella Vida Tract, and the Club House Parcel is attached hereto as Exhibit "B"; and

WHEREAS, The Bella Vida Tract and the Club House Parcel have been improved with private roadways and the Villas Tract is unimproved; and

WHEREAS, BV Land, the Bella Vida HOA, and Villas Development desire to enter into a reciprocal access arrangement as memorialized herein in order to provide access across all three tracts.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the parties' understanding, it is agreed as follows:

1. Reciprocal Ingress and Egress. BV Land, the Bella Vida HOA, and Villas Development hereby grant and convey to one another for their use and for the use of their respective members, guests, permittees, and assignees, in common with others entitled to use the same a perpetual, non-exclusive easement for the passage of vehicles and pedestrians over and across the improved walkways, the improved private roadways and entryway areas of the Bella Vida Tract, the Club House Parcel, and the Villas Tract as they may exist from time to time.

2. Installation of Improvements on the Villas Tract. Villas Development shall be solely responsible for the design and installation of the walkways and improved private roadways across the Villas Tract. The parties acknowledge that the final design of the walkways and private roadways across the Villas Tract may vary from what is shown on the attached map and that the easement granted herein shall apply to the final configuration of the improved walkways and improved private roadways on the Villas Tract.

3. Maintenance and Alterations. Each Party may, at its own expense, alter the configuration of the improved walkways, the improved private roadways and any entryways on their respective tracts so long as reasonable access and ingress and egress to the other tracts is maintained. Each Party shall maintain the entryways, improved private roadways, and improved walkways situated upon their respective parcels. Notwithstanding the foregoing, the costs associated with maintaining the entryways, improved private roadways, and improved walkways on the respective tracts shall be allocated as follows:

a. Maintenance of the Bella Vida Tract. The cost of maintaining the entryways and private roadways on the Bella Vida Tract as well as the detention basin located on the Bella Vida Tract shall be split proportionately between the Bella Vida HOA and the owners of the Villas Tract based upon the number of completed residential units on each of their respective parcels. The costs of maintaining the improved walkways located on the Bella Vida Tract shall be the sole responsibility of the Bella Vida HOA.

b. Maintenance of the Club House Parcel. The cost of maintaining the entryways, private roadways, and walkways on the Club House Parcel shall be split proportionately between the Bella Vida HOA and the owners of the Villas Tract based upon the number of completed units on each of their respective parcels and shall be governed by the Use and Cost Sharing Agreement between the Bella Vida HOA and Villas HOA.

c. Maintenance of the Villas Tract. The costs and expenses of maintaining the private roadways and walkways on the Villas Tract shall be the sole responsibility of the owners of the Villas Tract.

d. Assessment. The Bella Vida HOA shall bill to the owner(s) of the Villas Tract its proportionate share of the costs for maintaining the entryways and private roadways situated on the Bella Vida Tract and the Club House Parcel. Once the Villas HOA owns the common areas of the Villas Tract, the assessment for any unit that is a part of the Villas at Bella Vida shall be sent to the Villas HOA.

4. Collection. Once the Villas HOA owns the common areas of the Villas Tract, it shall be the obligation of the Villas HOA to periodically collect from its members the above assessments and to forward those amounts to the Bella Vida HOA. The Bella Vida HOA may pursue collection against the Villas HOA for any unpaid assessments allocated to its members. Notwithstanding the foregoing, the Bella Vida HOA shall also have the right, but not the obligation, to pursue collection from any individual owner of a portion of the Villas Tract its proportionate share of the costs detailed above. If collection action becomes necessary, the non-paying party shall be responsible for all costs and expenses of the collection, including reasonable attorney's fees.

a. Right to Lien. In addition to the collection rights above, the Bella Vida HOA shall have the right to lien the real property of any owner within the Villas Tract to secure payment of the costs from Section 3 above, together with penalties and interest thereon as provided herein. To evidence a lien for sums assessed pursuant to this Agreement, the Bella Vida HOA 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 defaulting owner, and the property being liened. Such notice shall be signed and acknowledged by a duly authorized officer of the Bella Vida HOA or agent and may be recorded in the office of the County Recorder of Davis 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 sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law. In any such foreclosure, the delinquent owner shall be required to pay the costs and expenses of such proceeding, including

reasonable attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The defaulting owner shall also be required to pay to the Bella Vida HOA any assessment against the owner which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed.

5. Notices. Any notice, demand, consent, approval, statement or request given, served, made or obtained or required to be given, served, made or obtained hereunder shall be in writing and shall be sent by mailing the same by registered or certified mail, return receipt requested, postage prepaid, by Federal Express or similar overnight delivery service, or by facsimile transmission, addressed to the following address or to such other address or addresses or person or persons as a party may hereafter designate by like notice.

If to BV Land: BV LAND, LLC
 C/O SKY Properties
 585 West 500 South, #110
 Bountiful, Utah 84010

If to the Bella Vida HOA: Bella Vida Homeowners Association, Inc.
 C/O SKY Properties
 585 West 500 South, #110
 Bountiful, Utah 84010

If to Villas Development: Villas Development, Inc.
 C/O SKY Properties
 585 West 500 South, #110
 Bountiful, Utah 84010

Any such notice, demand, consent, approval, statement or request shall be deemed to have been given, served, made or obtained when deposited in the United States mail or delivered to the overnight delivery service addressed in the manner hereinabove provided. Notices sent by facsimile transmission shall be deemed to have been given, served, made or obtained when sent if confirmed with a copy sent no later than the next business day by one of the other forms of delivery prescribed herein.

6. Term. This agreement shall be perpetual in nature and shall run with the land.

7. Benefit. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors, assigns, and upon each subsequent owner of all, or a portion of, the Bella Vida Tract, the Club House Parcel, and the Villas Tract.

8. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

9. Amendments. This Agreement shall be perpetual in nature and run with the affected land and may be amended by, and only by, a written agreement executed by the owners of the Bella Vida Tract, the Club House Parcel, and the Villas Tract.

10. Captions. The captions preceding the test of each article and section are included only for convenience of reference. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside this Agreement.

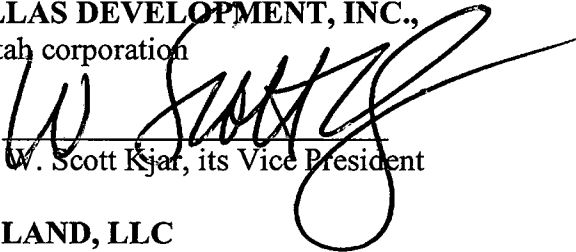
11. Entire Agreement. This Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements and understandings relating thereto.

12. Governing Law. This Agreement shall be construed and applied in accordance with the laws of the State of Utah.

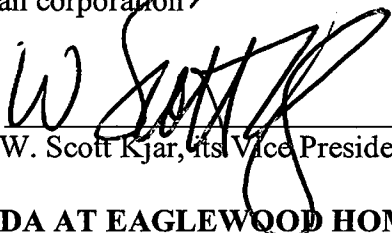
13. Preparation of Agreement. This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation. The parties acknowledge that each contributed and is equally responsible for its preparation.

IN WITNESS WHEREOF, BVE, the Bella Vida HOA, and Villas Development have caused this Agreement to be executed effective as of the day and year first above written.


VILLAS DEVELOPMENT, INC.,
a Utah corporation

By: 
W. Scott Kjar, its Vice President

BV LAND, LLC
a Utah limited liability company
By: Its Manager
Excel Investment Corporation
a Utah corporation

By: 
W. Scott Kjar, its Vice President

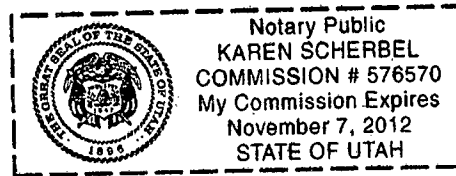
BELLA VIDA AT EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Steven E. Smoot, its President

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 15th day of August, 2012, personally appeared before me **W. SCOTT KJAR**, and who, being by me duly sworn, says that he is the Vice President of **VILLAS DEVELOPMENT, INC.**, the corporation that executed the above and foregoing instrument and that said instrument was signed by him/her in behalf of said nonprofit corporation by authority of its by-laws, (or by authority of a resolution of its board of trustees, as the case may be) and said **W. SCOTT KJAR** acknowledged to me that said corporation executed the same.

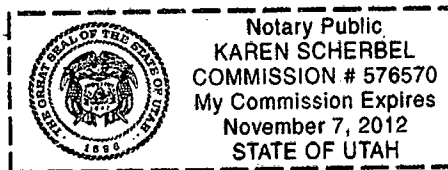
Karen Scherbel
Notary Public



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 15th day of August, 2012, personally appeared before me **W. SCOTT KJAR**, and who, being by me duly sworn, says that he is the Vice President of **EXCEL INVESTMENT CORPORATION**, which corporation is the manager of **BV LAND, LLC**, the limited liability company that executed the above and foregoing instrument and that said instrument was signed by him/her by authority of its by-laws, (or by authority of a resolution of its board of directors, as the case may be) in behalf of said corporation in its capacity of manager of said limited liability company.

Karen Scherbel
Notary Public



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 15th day of August, 2012, personally appeared before me **STEVEN E. SMOOT**, and who, being by me duly sworn, says that he/she is the President of **BELLA VIDA AT EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.**, the nonprofit corporation that executed the above and foregoing instrument and that said instrument was signed by him/her in behalf of said nonprofit corporation by authority of its by-laws, (or by authority of a resolution of its board of trustees, as the case may be) and said **STEVEN E. SMOOT** acknowledged to me that said corporation executed the same.


Notary Public

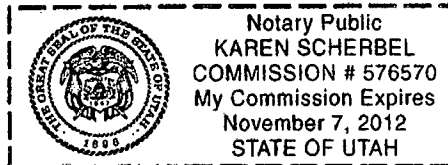


Exhibit "A"
to
Reciprocal Access Agreement

Legal Description of Bella Vida Tract

ALL OF COMMON AREA, BELLA VIDA AT EAGLEWOOD CONDOMINIUMS PHASE 1, according to the official plat thereof on file and of record in the Office of the Davis County Recorder. (Parcel No. 01-408-0139).

Also

ALL OF COMMON AREA, BELLA VIDA AT EAGLEWOOD CONDOMINIUMS PHASE 2 AMENDED, according to the official plat thereof on file and of record in the Office of the Davis County Recorder. (Parcel No. 01-442-0239).

Also

Beginning at a point on the Northwest Boundary of Edgewood Drive (a 50 ft. wide Road) as recorded in the Final Plat of Edgewood Estates Planned Unit Development Phase 1 which point is N004'00"E 1,076.71 ft. along the Quarter Section Line and West 1,616.17 ft. and N5608'48"E 32.54 ft. and N3526'39"E 240.62 ft. from the South Quarter Corner of Section 12, T.1N., R.1W., S.L.B. & M and running thence N6925'31"W 79.64 ft.; thence N2034'28"E 54.16 ft.; thence Northeasterly 27.34 ft. along the arc of a 20.00 ft. radius curve to the right through a central angle of 7819'43" (chord bears N5944'20"E 25.26 ft.); thence S8105'49"E 22.98 ft.; thence Southeasterly 19.12 ft. along the arc of a 29.00 ft. radius curve to the right through a central angle of 3746'21" (chord bears S6212'38"E 18.77 ft.) thence along said Northwest Boundary of Edgewood Drive in the following two courses to the point of beginning: (i) Southwesterly 25.14 ft. along the arc of a 225.00 ft. radius curve to the left through a central angle of 624'07" (chord bears S229'04"W 25.13 ft.), (ii) Southwesterly 54.28 ft. along the arc of a 282.91 ft. radius curve to the right through a central angle of 1059'35" (chord bears S446'48"W 54.20 ft) to the point of beginning. (Parcel No. 01-407-0009).

Legal Description of Club House Parcel

ALL OF THE CLUB HOUSE PARCEL OF BELLA VIDA AT EAGLEWOOD PLANNED UNIT DEVELOPMENT AMENDED according to the official plat thereof on file and of record in the Office of the Davis County Recorder. (Parcel No. 01-414-0001).

Legal Description of Villas Tract

ALL OF COMMON AREA, VILLAS AT BELLA VIDA PLANNED UNIT DEVELOPMENT PHASE 1, according to the official plat thereof on file and of record in the Office of the Davis County Recorder. (Parcel No. 01-439-0012).

Also the following:

ALL OF COMMON AREA, VILLAS AT BELLA VIDA PLANNED UNIT DEVELOPMENT PHASE 2, according to the official plat thereof on file and of record in the Office of the Davis County Recorder. (Parcel No. 01-440-0021).

Also the following:

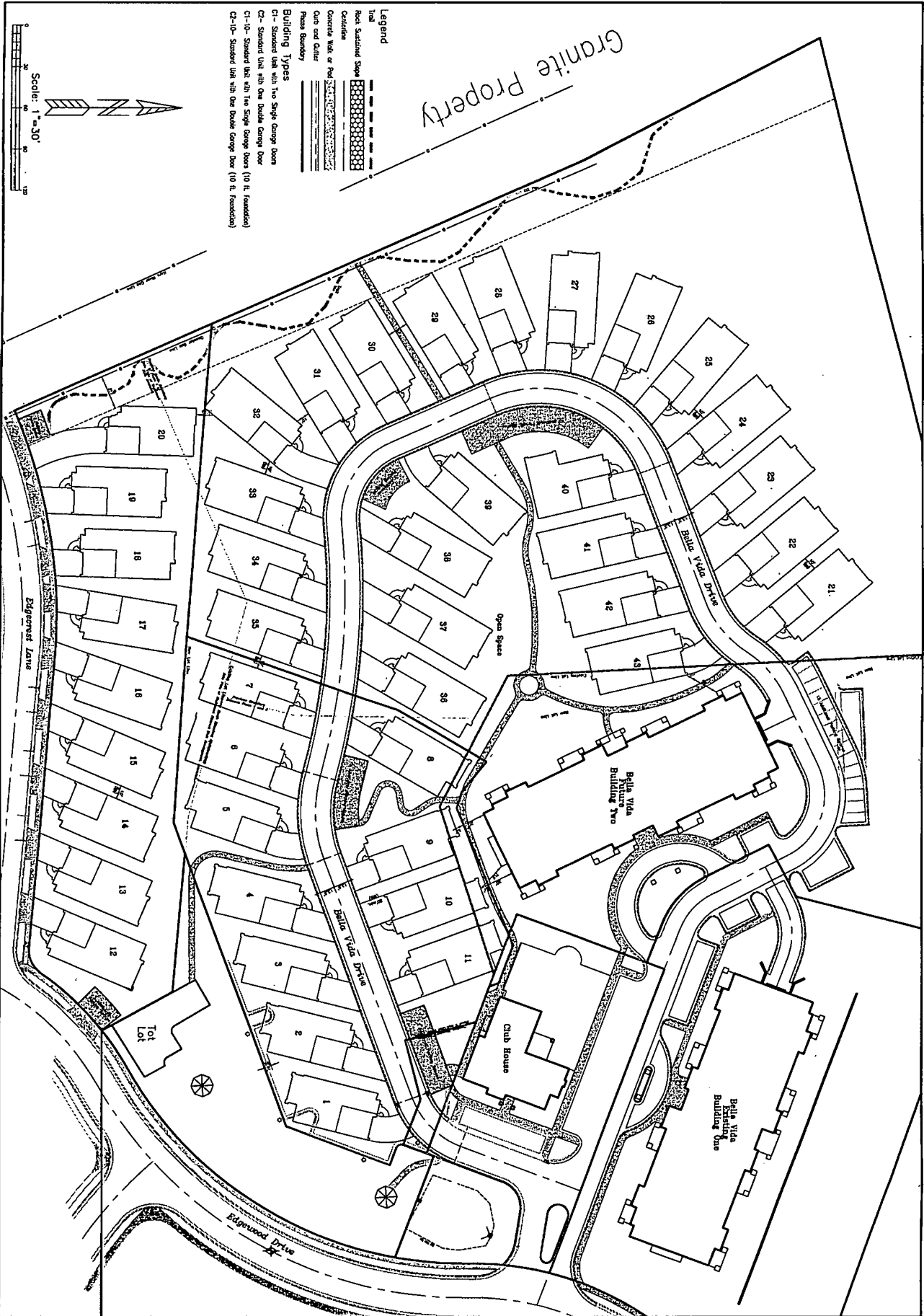
Legal Description of Expansion Area of the Villas at Bella Vida

Beginning at the Northwest Corner of Bella Vida at Eaglewood Condominiums Phase 2, Amended which point is N004'00"E 1,551.93 ft. along the Quarter Section Line and West 1,186.36 ft. to an existing brass monument at the intersection of Edgewood Drive and Eagleridge Drive and N7f54'18"W 520.98 ft. to the point of beginning of said Phase 2, Amended and along the north boundary of said Phase 2, Amended in the following two courses: N8958'06"W 210.07 ft. and S7530'50"W 15.26 ft. from the South Quarter Corner of Section 12, T.1N., R.1W., S.L.B.& M. and running thence along the boundary of said Phase 2 in the following five courses: (i) S1719'57"E 143.44 ft., (ii) Southwesterly 41.13 ft. along the arc of a 75.00 ft. radius curve to the left through a central angle of 3f25'26" (chord bears S4823'07"W 40.62 ft.), (iii) S2736'56"E 45.40 ft., (iv) S1257'55"E 126.97 ft., (v) S5028'11"E 39.38 ft. to the Northwest Corner of The Villas at Bella Vida Phase 1; thence along the west boundary of said Villas at Bella Vida Phase 1 in the following three courses: (i) S3003'40"W 75.01 ft., (ii) S1813'29"W 32.25 ft., (iii) S1917'48"W 130.71 ft.; thence N8539'36"W 228.27 ft. along the north boundary of the Villas at Bella Vida Phase 2; thence N2341'56"W 296.61 ft. thence N2730'32"W 192.53 ft.; thence N7530'50"E 448.61 ft. to the point of beginning.

Containing 4.4073 acres. (Parcel No. 01-107-0114;).

Exhibit "B"
to
Reciprocal Access Agreement

Site Map



Revisions			
Date	Description	By	
12-30-10	Submitted for Initial Review	ESB	
1-06-11	Ground Review, Update On Unit, Redesign Pool	ESB	

The Villas @ Bella Vida
Revised Concept Plan
for SKY Properties

Balling Engineering
Civil Engineering • Surveying • Planning
323 E. Pages Lane
Centerville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 299-0419