



W2700465

After Recording Return To:
Pineview Mountain Estates
PO Box 3391
Ogden, UT 84409

E# 2700465 PG 1 OF 19
ERNEST D ROWLEY, WEBER COUNTY RECORDER
29-Aug-14 10:29 AM FEE \$96.00 DEP SC
REC FOR: US TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
PINEVIEW SUMMER HOME AREA RE-SURVEY SUBDIVISION**

RECITALS

A. Members of the Association are owners of certain real property in the County of Weber, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference is made a party hereof, entitled Real Property Description of Pineview Summer Home Area Re-Survey Subdivision (hereafter the "Property").

B. With the transfer of the 84.09 acres contained in Exhibit "A", which contains the recreation sites previously known as the Pineview Water Development Company, from the U.S. Forest Service, Dept. of Commerce, United States of America, to the Pineview Mountain Estates Homeowner(s) Association. This subdivision is to be known as Pineview Summer Home Area Re-Survey Subdivision, which is a gated Planned Residential Unit Development. The individual lots were subdivided by the U.S. Forest Service around 1960 with minor adjustments being made during 2006. Said plat is on file at the Weber County recorder's office, Ogden, Utah.

C. The Association, by and through its members, intends by recording this Declaration in the Office of the County Recorder of Weber County, State of Utah, to submit the Property and all improvements to be situated in or upon the Property to the provisions of this Declaration and to impose upon said property mutually beneficial restrictions under a general plan of improvements for the beneficial restrictions under a general plan of improvement for the benefit of all lots located on the Property and the Owner(s) thereof.

NOW THEREFORE, for the forgoing purpose, the Property described in Exhibit "A" ("the Property") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and lines hereinafter set forth.

**ARTICLE I
SUBMISSION; BOARD OF DIRECTORS; ASSOCIATION OF OWNERS**

The members of the Association as Owners of the Property described in Exhibit "A", which Exhibit is attached hereto and incorporated herein by this reference, located in

Weber County, Utah, hereby submits the Property and all improvements hereafter made in or upon the Property to the provisions of this Declaration.

The Property and the affairs of the Association, including the interpretation and enforcement of this Declaration, the Association’s Bylaws any Rules and Regulations shall managed by a Board of Directors, as more fully set forth in the Bylaws.

An Association of Owners entitled the Pineview Mountain Estates Owners Association (“Association”) is hereby established for the governance, enforcement and operation of the Association as set forth herein and in the Bylaws. Each owner of record is automatically a member of the Association with the obligations and privileges contained herein and in the Bylaws, including any Rules and Regulations.

All of said Property is and shall be subject to the covenants, conditions, restrictions, uses; limitations, and obligations set forth, herein, each and all of which are declared and agreed to be for the benefit of said Property and in furtherance of a plan of improvement of said property and division thereof into Lots; further, each and all of the provisions hereof shall be deemed to run with the Property and shall be burden and a benefit on the Property and shall be binding upon any persons owning an interest in the Property and/or improvements comprising of the Property and to their respective personal representatives, heirs, successors, assigns, guests, tenants and invitees.

The water well and spring system is recorded with the State of Utah, Department of Commerce, as Pineview Water Development Company as the private mutual water company of the association. Each lot owner owns one share of the company. Each new connection to the system may be charged a water connection fee or this fee may be included in the cost of the lot, if the lot is sold by the association.

**ARTICLE II
ARCHITECTURAL CONTROL**

1. **ARCHITECTURAL CONTROL COMMITTEE:** In addition to the Board of Directors as set forth in the Bylaws, there shall be an Architectural Control Committee (“ACC”) which shall be composed of two members of the Board of Directors of the Pineview Mountain Estates Homeowner(s) Association and one lot owner being appointed by the Board. The terms of the ACC shall be for a term of four (4) years or until a successor is duly elected and qualified. A majority of the ACC may designate a representative to act for it. In the event of the death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

2. **PURPOSE OF THE ARCHITECTURAL CONTROL COMMITTEE:** The ACC shall review all architectural/engineering plans for all new construction, exterior alterations, additions or changes to existing structures and/or site improvements. It is the responsibility of the lot owner to submit those plans to the ACC or the President of the

Board of Directors and allow reasonable time for review and comments. The Committee shall insure that all construction meets the guidelines of these CCRs and the character of this subdivision.

3. **ARCHITECTURAL CONTROL COMMITTEE PROCEDURE:** The ACC's approval or disapproval as required in these covenants shall be in writing. Plans and specification for any new construction, addition to an existing building, or exterior modifications, (including exterior color and material proposals), shall be submitted to the ACC in duplicate and one approved set shall be returned to the lot owner. In the event the ACC or its designated representative fails to approve or disapprove the proposed construction or action within thirty (30) days after plans and specification have been properly submitted to it; approval will be granted and the related covenants shall be deemed to have been duly complied with. The ACC shall be substantially governed by the Building and Zoning Ordinances of Weber County, Utah, except where stricter but conforming provisions are deemed to be appropriate to maintain the quality and environment of the structures built on the property above described or where specific provisions of these covenants are applicable.

3.1 **Dwelling and Other Structures Exteriors:** Only those exterior materials, which will blend harmoniously into the natural environment, shall be permitted. The use of consistent types of materials throughout a structure is desired. Missing elements should be replaced with in-kind and of similar materials where possible. Approved additions should blend with the existing structure. Natural or organic rough textured materials are recommended and may include rocks, stones, masonry finishes, (excluding brick), logs, sawn lumber, or wood/panels/siding. Concrete, steel, glass, and other materials may be allowed if used appropriately as determined by the ACC. Buildings constructed with bright colors, tar paper, corrugated iron or steel, or entirely of metal are not acceptable and shall not be allowed. Sheet plastic shall not be used on any buildings for exterior wall, roofing, or screening. Mobile homes, geodesic domes, or underground homes are not allowed. The exterior color of all improvements must harmonize with the forest setting. Neutral and darker colors are preferred; these colors include brown, charcoal gray, gray-green, tan, darker greens and browns, and subdued grays. Bright colors and highly reflective materials which may create a contrast with the natural environment are not allowed. Semi-transparent stains are preferred over paints, and must be maintained.

3.2 **Minimum Dwelling Size:** The floor area, excluding basement, of the primary structure shall not be less than nine hundred (900) square feet. A two story building shall have a minimum of nine hundred (900) square feet on the main floor. Square footages are exclusive of open porches and garages. Only Ranch style one-level homes, ramblers with basements, two story homes with basement will be allowed. Primary structures existing at the time of recording this document are exempt from these requirements.

3.3 **Maximum Dwelling Size:** The floor area, excluding the basement and garages, shall not be more than three thousand six hundred (3,600) square feet. Except as otherwise stated herein, there are no restrictions on square feet per floor.

The architectural committee may authorize a 10% variance in dwelling size in order to accommodate items such as window alcoves and other incidental improvements.

3.4 **Building Height:** No structure will be permitted which exceeds two stories above ground level, or to be more than thirty five feet (35') in height. Maximum height will be measure from the highest grade found within a ten (10) foot perimeter of the footprint of the structure. No improvement or obstruction shall be constructed in or at such location or such height as to unreasonably obstruct the downhill view form any other lot in the vicinity thereof.

3.5 **Roof Pitches:** A minimum of a 6/12 pitch for all roof slopes shall be used.

3.6 **Setbacks and building Location:** All new structures built within the subdivision must conform to the codes and zoning setbacks established by Weber County. The plot plan (scale 1=20' or larger) must be submitted along with the house plans to the ACC for review, and must show the placement of the main dwelling and any auxiliary buildings, and must conform with Weber County requirements.

ARTICLE III COVENANTS, CONDITIONS, AND RESTRICTIONS

The submission of the Property to the provisions of this Declaration is made upon and under the following covenants, conditions and restrictions:

1. **NUISANCE.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unhealthy, unsightly, unkept, or similar condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property, thing, etc. that will cause such Lot to appear to be in an unclean or untidy condition or that may be obnoxious or offensive to the reasonable eye; nor shall any substance, thing, material, etc., be kept in, around, or upon any Lot that may emit foul or obnoxious odors or that may cause any noise or other condition that will or might disturb the peace, quite, safety, comfort or serenity of the occupants for the surrounding property. No noxious or offensive activity shall be permitted in or around any Lot, nor shall anything be done thereon which might cause embarrassment, discomfort, annoyance, or nuisance to any person rightfully using any property adjacent to the Lot. The burying of household waste or construction debris is not authorized within the Subdivision, including private lots.

2. **LANDSCAPING**: Landscaping, including areas of lawn, is authorized as long as the individual owner does not exceed his/her annual water allotment. If landscaping requires water usage in excess of the annual allotment or when there is a water shortage as determined by the Board of Directors and the water master, then watering of landscaping is not allowed.
3. **FENCING**: General fences or rails are not permitted unless authorized by the ACC. A short section of fence with a gate is authorized at the entrance of a driveway. These shall be constructed of natural materials that blend with the environment. The fencing cannot be attached to trees. Chain link or light colored vinyl fencing and gates are not allowed.
4. **CHANGES TO INFRASTRUCTRE**: No lot owner shall alter or change or impede any utility lines, water mains, power supply, drainage flow, or drainage culvert within the subdivision. Tapping into any such utilities requires permission and approval of the Board of Directors of the Association and any other applicable governing body.
5. **REMOVAL OF TREES**: Pruning and general maintenance of trees for the purpose of maintaining existing views and defensible fire protection of a cabin or home is allowed in accordance with the PME Wildfire Protection Plan. Any other tree removal must have the approval of the architectural committee. This approval of tree removal applies only to the individual's own property and does not apply to other private property and PME common areas.
6. **TEMPORARY ANDN OTHER STRUCTURES**: No structure of a temporary nature, (Le., trailer, bus, tent, shack, or other outbuilding) shall be used at any time as a residence whether temporarily or permanently. Temporary, as used herein, shall mean no longer than 30 total days in a 365 day period, unless otherwise approved by the Architectural Control Committee.
7. **RECREATIONAL VEHICLES**: Travel trailers or motor homes shall not be placed in the subdivision for use as a permanent, temporary, or guesthouse residence. Trailers/motor-homes of persons visiting residents shall remain no longer than thirty (30) days on any lot.
8. **PARKING AND STORAGE OF VEHICLES**: Vehicle storage detracts from the overall appearance of the area. Unregistered, inoperable, or permanently unattended vehicles are not allowed. Owner(s) or occupants may only park their vehicles within their designated garages or parking area, and visitors may only park temporarily in designated spaces and in accordance with the rules and regulations designated by the Architectural Control Committee on a general site plan (scale 1=20' or larger) of the Lot. No Owner(s) or occupants shall repair or restore a vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

9. **ON-STREET PARKING**: There shall be no parking allowed on either side or shoulder of any roadway in the subdivision.
10. **DOMESTIC ANIMALS**: No lot shall allow animals to be kept, which are in numerical excess or otherwise not permitted under Weber County ordinances governing such. Any lot owner housing animals on his lot shall be required to keep the same in healthy, sheltered conditions, and to maintain the animals in such a way that it will not cause a nuisance to any owner within the subdivision.
11. **NON-RESIDENTIAL USE**: No commercial enterprises shall be conducted in or from any Lot such as, Commercial manufacturing, mercantile, storing, vending, selling of goods, repair work, etc.
12. **SIGNS**: No signs of any kind shall be permitted on any lot except (A) one personal residency sign no more than three square feet in size, or (B) a sign not more than five square feet in size advertising the property for sale or rent.
13. **GARBAGE, WEED, REFUSE DISPOSAL**: All garbage cans, above-ground tanks, woodpiles, and other similar items shall be located so as to be concealed from view of the neighboring lots, streets, and property located adjacent to the lot whenever possible. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. None of these materials shall be buried within the Subdivision. Each lot and its abutting roadway shall be kept free of trash, noxious weeds (i.e. Dyer's Wode, etc.) and tree or bush clippings by the lot owner.
14. **EROSION AND SLIDE CONTROL**: Lot owner(s) shall maintain the hillside slope on their property or the adjacent slope on common ground that was changed by excavation or fill, to insure the slope is stable and causes no damage to property of adjacent lot owner(s), common areas, or Association improvements. Any damage caused by the correction of unstable slopes shall be the sole responsibility of the lot owner.
15. **FIRE HAZARDS AND OUTSIDE FIRE STRUCTURES**: Accumulations of dry underbrush, weeds, or any other combustible materials are not permitted. Outdoor fire ring/pit(s), barbeque structure(s), tiki torches, fireworks, or other fire hazards are not permitted. All existing fire structures shall be removed.
16. **AERIALS, ANTENNA, AND SATELLITE DISHES**: No radio, televisions, or other aerial, antenna, tower, or other transmitting or receiving structure shall be erected, installed or placed outside of any Lot without written permission from the Architectural Control Committee. Dishes less than 36" in diameter are permitted subject to placement and location restrictions by the Architectural Control Committee to help ensure a proper aesthetic appearance so long as the reception signal is not impaired by any such requirements. All such structures are subject to height requirements set forth elsewhere in this governing document and applicable law.

17. **UNSIGHTLY WORK, HOBBIES OR UNKEPT CONDITIONS:** The pursuit for hobbies or other activities, including but not limited to, the assemble and disassemble of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part or parts of the Property.

18. **BARN AND AUXILIARY BUILDINGS:** All lots within the subdivision are permitted up to three total buildings, of which the main residence shall count as one. Such detached garages or storage sheds must conform to the Weber County zoning ordinances and must conform to the exterior materials, quality and color requirements found in Article II of the CCRs. The architectural treatment shall be compatible with the main residence and must be approved by the Architectural Control Committee. There shall be a minimal visual impact for these buildings.

19. **CONSTRUCTION COMMENCEMENT AND COMPLETION:** Once construction commences, the main residential building must be fully complete within 30 months of the footings being dug. Any auxiliary buildings must be fully completed within 12 months of the commencement of construction. All construction debris, excavation dirt, mud, trash, etc. associated with the building process shall be removed from the lot and subdivision within the time frame of construction. Each construction site shall have an onsite dumpster (regularly emptied) during the course of construction. Such debris shall not be buried anywhere within the Pineview Summer Home Area Re-Survey Subdivision. Any dirt, mud or debris resulting from construction shall not be allowed to be carried onto any other lot or roadway. It shall be the responsibility of each lot owner during construction to clean and repair, if needed, at his or her own cost any roadway affected by the construction process or vehicle activity related to construction in excess of normal wear and tear.

20. **ANNUAL INSPECTION:** An annual inspection of each lot may be done by or at the direction of the Board of Directors to insure compliance with these CCRs.

21. **GATE LOCKING INSTRUCTIONS:** The gate must be locked fully and properly immediately after each passage. Key boxes may be used for a maximum of up to three days in succession. Each key box must have the name of the owner responsible for placing and the date of required removal on a label affixed to it. Failure to comply may result in the removal of the box and/or will be considered a nuisance, which can be subject to a fine.

22. **FIRE HYDRANTS:** The use of all fire hydrants is restricted to emergency response and fire department crews. Any other usage must have the written approval from the Water Master or the President of the Board of Directors.

**ARTICLE IV
NOTICES, VOTING, RULES, ENFORCEMENT NOTICES;
ELECTRONIC NOTICES**

Consistent with Utah law, in any and all circumstance where notice is required to be given under this Declaration or the Bylaws to an Owner, the Association may provide notice by electronic means, including text message, email, or an Association website (if any), if the Board deems the notice to be fair and reasonable. An Owner may require the Association, by written demand, to provide notice to the Owner by mail.

Any mailed notice which is addressed to the Owner's Lot or to the address supplied by such Owner to the Association for the purpose of notice shall be sufficient and deemed received by the Owner. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring Owners to furnish the Association with a current e-mail address. In all cases, notice that a rule or design criterion change or addition will be considered at a Board meeting shall be deemed to have been properly delivered to all members if such notice is posted on the Association website (if one exists) at least 15 days in advance of the meeting.

Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or any officer or Director of the Association. Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the Managing Agent or the Association or any member of the Architectural Control Committee.

VOTING AND ACTION BY ELECTRONIC MEANS. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the Owner if the Board does so in good faith and has no reason to believe it is not the act of the Owner. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by an Owner or by the Association.

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:

- (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 Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

ACTION BY WRITTEN BALLOT. At the discretion of the Board, any action, except removal of a Board member, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner that is entitled to vote on the matter. Owners shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots, which in no case shall be less than ten (10) days. The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

RULES AND REGULATIONS. The Board shall have the authority to promulgate and adopt Rules and Regulations as the Board deems necessary or desirable (i) to aid it in administering the affairs of the Association, (ii) to insure that the Property are maintained and used in a manner consistent with the interests of the Owners, (iii) to regulate the use of the Common Areas and to regulate the personal conduct of the Members and their guests thereon, and (iv) to establish penalties and fines for the infractions of any Rules and Regulations, this Declaration, or the Bylaws. Fines levied may be assessed as a Corrective Assessment against the Lot. The levying and collection of fines shall be consistent with Utah's Community Association Act, U.C.A. 57-8a-101 et seq., as may be amended from time to time, first provide notice of a violation, an opportunity to cure and a hearing prior to collecting any such fine.

The Board may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce the rules and design criteria of the association. Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the rules and design criteria of the Association, the Board shall: (a) at least 15 days before the Board will meet to consider a change to a rule or design criterion, deliver notice to the Owners that the Board is considering a change to a rule or design criterion; (b) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action; and (c) deliver a copy of the change in the rules or design criteria approved by the Board to the lot owners 15 days after the date of the Board meeting. The Board may adopt a rule without first giving notice to the Owners if there is an imminent risk of harm to a common area, a limited common area, a Lot Owner, an occupant of a Lot, a Lot, or a dwelling.

A Board action in accordance with the above is disapproved if within 60 days after the date of the Board meeting where the action was taken: (i) there is a vote of disapproval by at least 51% of all the allocated voting interests of the lot owners in the association; and (ii) the vote is taken at a special meeting called for that purpose by the lot owners under the Declaration, Articles, or Bylaws.

ENFORCEMENT OF RESTRICTIONS. The Association by and through its Board, any Owner, or any Mortgagee shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of this Declaration or the Association's Bylaws and/or rules and regulations. The prevailing party in an action for the interpretation of, the enforcement of or to obtain redress for violation of any provisions of this Declaration, the Bylaws or rules and regulations shall be entitled to collect court costs and reasonable attorney's fees. Violation of any of the rules, regulation, covenants, restrictions or terms of the Declaration or Bylaws by an Owner or occupant of an Owner's Lot or the Owner's guest, tenant or visitor may also subject the Owner to a fine in the amount or amounts determined by the Board from time to time as is consistent with Utah law regarding fines.

ARTICLE V INSURANCE

LIABILITY INSURANCE. The Board shall procure and maintain a policy or policies (herein called the "Policy") of Public Liability Insurance to insure the Association, the Board, the Managing Agent, any employees of the Association, and the Members against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried in connection with properties of comparable character and usage in the County nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, 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. The policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced. The policy shall provide that the policy 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. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

ADDITIONAL INSURANCE; FURTHER GENERAL REQUIREMENTS.

The Board may also procure hazard insurance for any improvements on the Common Areas or other insurance which shall insure the Common Areas and the Association or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide:

- (a) a waiver of the insurer's right of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants;
- (b) that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners;
- (c) that it cannot be canceled, suspended or invalidated due to the conduct of the Association without a prior written demand that the defect be cured; and
- (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

FIDELITY COVERAGE. The Association may elect to maintain fidelity coverage to protect against dishonest acts on the part of officers, directors, managing agents, and employees (if any) of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association. In that event, such fidelity bonds shall:

- (a) name the Association as an obligee;
- (b) be written in an amount based upon the best business judgment of the Association and shall not be less than the estimated maximum of funds (including reserve funds) in the custody of the Association or the Managing Agent at any given time during the term of each bond, but in no event be less than a sum equal to three months' Assessments on all Lots plus reserve funds;
- (c) contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and
- (d) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the insured.

OTHER INSURANCE PROVISIONS. All insurance required pursuant to this Article shall be written by insurers licensed in the State of Utah. Notwithstanding

anything in this Article to the contrary, any insurance required to be obtained by the Association pursuant to this Article shall be required only to the extent that such coverage is reasonably obtainable at reasonable rates and is customarily obtained with respect to improvements or facilities having the same or similar characteristics of the Common Areas or risks being insured.

ARTICLE VI ASSESSMENTS, BUDGETS & RESERVES

To the extent that this Article VI regarding assessments conflicts with any provision of the Bylaws, this Article VI shall supersede and control in all respects.

PERSONAL OBLIGATION AND LIEN. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the annual Assessments, special Assessments, and Reimbursement Assessments described in this Article, together with late payment fees, interest, and costs of collection, including attorney fees, if and when applicable. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made until fully paid; and (b) the personal, joint, and several obligations of the Owner or Owners of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

PURPOSE OF ASSESSMENTS. Assessments levied by the Association shall be used exclusively for the purpose of promoting the Association, the interests of the Owners therein, paying costs properly incurred by the Association, and the maintenance, operation, and caring for the Common Areas of the Association. The use made by the Association of funds obtained from Assessments may include, but shall not be limited to, payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishment and funding of a reserve to cover major repair or replacement of any improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Declaration or its Articles of Incorporation, Bylaws, or rules and regulations.

ANNUAL ASSESSMENTS. Annual Assessments shall be computed and assessed against all Lots in the Association based upon advance estimates of the Association's cash requirements to provide for payment of the cost of those items set forth above.

ANNUAL BUDGET. Each year, the Board shall prepare and adopt a budget for the Association. The board shall present the adopted budget to Association members at a meeting of the members. 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 fiscal year and as the major guideline under which the Association shall be operated during such annual period.

NOTICE AND PAYMENT OF ANNUAL ASSESSMENTS. The Association shall notify each Owner as to the amount of the annual Assessment against the Owner's Lot at least 15 days prior to the effective date of the Assessment. Each annual Assessment shall be payable in monthly or quarterly installments; , or in such installments and at such times as the Association, in the sole discretion of the Board, may determine. The failure of the Association to give timely notice of any annual Assessment as provided herein shall not be deemed a waiver of or modification in any respect of the provisions of the 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 fifteen (15) days after notice of such Assessment shall have been given to the Owner in the manner provided in the Declaration.

REINVESTMENT FEE COVENANT. In addition, each Owner (as may be negotiated with Buyer), shall be required to pay at the time of purchase of his or her Lot, whether as a first time or subsequent Owner, a Reinvestment Fee for each transfer in the amount determined by the Board from time to time as is consistent with Utah law. In addition, Assessments are due at closing for the remainder of the calendar quarter in which the closing occurs. Such fees shall become part of the Association's general fund to be utilized as necessary.

SPECIAL ASSESSMENTS. The Association may levy Special Assessments but only for extraordinary and emergency situations, as reasonably determined by the Board but only to the extent those terms are commonly defined, for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by annual Assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to or replacement of the Common Areas. Any such special Assessment shall be apportioned among and assessed to all Lots in the same manner as annual Assessments. Any such special Assessment exceeding \$500 per Lot must be assented to by a majority of those votes cast by the membership in a vote held for such purpose and the quorum requirement for such vote shall be fifty percent (50%) of the membership.

UNIFORM RATE OF ASSESSMENT. All monthly/annual and special Assessments shall be fixed at a uniform rate for all Lots.

REIMBURSEMENT ASSESSMENT ON SPECIFIC LOT. In addition to the annual Assessment and any special Assessment, the Board may levy at any time Reimbursement Assessments (a) on every Lot especially benefitted (i.e., benefitted to a substantially greater degree than any other Lot) by any improvement to adjacent roads, sidewalks, planting areas, or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on every Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to any of the provisions of the Declaration. The aggregate amount of any such Reimbursement Assessment shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs, and all attorney's fees and costs, and shall be allocated among the affected Lots according to the magnitude of special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such Assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance or operation obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted.

CERTIFICATE REGARDING PAYMENT. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

EFFECT OF NONPAYMENT; REMEDIES. Any Assessment (whether annual, special, or Reimbursement Assessment) not received within ten (10) days of the date on which it becomes due shall be subject to a late charge and interest in the amount and at the rate determined by the Board from time to time. After ninety (90) days delinquent a final request will be sent to the owner. At one hundred twenty (120) days from original invoice date, account will be sent to an outside collections agency, or sooner, if deemed necessary by the Board to protect the Association's interests and rights. The Association may bring an action against the Owner who is personally liable therefor or may foreclose its lien against the Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent Assessments and related charges shall include reasonable attorney's fees, court costs, and every other expense incurred by the Association in enforcing its rights.

Failure of the Association to promptly enforce any remedy granted pursuant to this Section shall not be deemed a waiver of any such rights. For purposes of a nonjudicial or judicial foreclosure as provided herein, the Association is considered to be the beneficiary under a trust deed, and the Lot Owner is considered to be the trustor under a trust deed. A Lot Owner's acceptance of the Owner's interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the trustee designated

by the Association for the purpose of securing payment of all amounts due under the Declaration and the Utah Community Association Act.

The Association shall have each and every remedy for collection of assessments provided in the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as amended from time to time, and such remedies and provisions shall be deemed to be fully set forth herein when required by such Act. The declarant hereof, consisting of the Association and each Owner of a Lot, hereby conveys and warrants pursuant to U.C.A. § 57-1-20 and 57-8a-402 to the attorney of the Association, with power of sale, each Lot and all improvements to each Lot for the purpose of securing payment of assessments under the terms of the Declaration. Such declarant further hereby appoints the attorney of the Association as its trustee pursuant to U.C.A. § 57-8a-212(1)(j).

SUBORDINATION OF LIEN 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 a bank, savings and loan association, insurance company, or other institutional lender; and the holder of any such Mortgage or purchaser who comes into possession of or becomes the Owner of a 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 time such holder or purchaser comes into possession or ownership of such Lot; 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 Lot in connection with any foreclosure of a first Mortgage shall relieve any Lot from the lien of any Assessment installment thereafter becoming due.

NO ABATEMENT. No diminution or abatement of any Assessments under the Declaration shall be claimed or allowed for inconvenience, annoyance, or discomfort arising from (a) any construction (or lack of construction) within the Association; (b) the making of (or failure to make) any repairs or improvements to or the maintenance of any Common Areas of the Development, or any part thereof; or (c) from any action taken to comply with the provision of the Declaration or with the laws, ordinances, regulations, rules, or orders of any governmental authority.

ARTICLE VII RIGHTS OF MORTGAGEES

TITLE AND MORTGAGEE PROTECTION. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Lot or any other portion of the Property. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee interested

under any Mortgage affecting a Lot or any other portion of the Property shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration (other than those, if any, concerning a consent or approval to be given by a Mortgagee, in the event a Mortgagee's failure to give same is wrongful). No amendment to this Declaration shall in any material way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment, which consent shall not be unreasonably withheld.

PRESERVATION OF COMMON AREA. The Common Areas, if any, shall remain of the same character, type, and configuration as when such Common Areas became part of the Association. Unless the Association shall receive the prior written approval of the Owners of all Lots, the Association shall not be entitled by act or omission to abandon, partition, subdivide, encumber, sell, transfer, or materially modify the Common Areas, except to grant reasonable easements for utilities and similar or related purposes. Alteration(s) to the Common Areas shall require the approval of the City Planning Commission and City Council.

NOTICE OF MATTERS AFFECTING SECURITY. The Association shall give written notice to any Mortgagee of a Lot requesting such notice whenever there is any material default by the Owner of the Lot subject to the Mortgage in performance of any obligation under this Declaration or the Articles of the Association which is not cured within sixty (60) days after default occurs, provided that the failure to provide any such notice shall not result in any liability to the Association of any type.

NOTICE OF MEETINGS. The Board shall give to any Mortgagee of a Lot requesting the same, notice of all meetings of the Association; and such Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

RIGHT TO EXAMINE ASSOCIATION RECORDS. Any Mortgagee shall, upon request, have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Lot securing the Mortgage.

ARTICLE VIII

AMENDMENT, INTERPRETATION, GENERAL PROVISIONS

AMENDMENT; TERMINATION. Except as provided below, this Declaration may be amended by, but only by, an instrument recorded in the Public Records which has been approved by Owners who collectively hold at least 60% of the total outstanding votes in the Association. These covenants may be terminated only by the affirmative vote by 100% of the total outstanding votes in the Association.

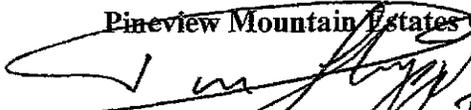
INTERPRETATION. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction, and enforcement of this Declaration.

COVENANTS TO RUN WITH THE LAND. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Owners, all parties who heretofore acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Residence shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or Residence, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

EFFECTIVE DATE. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat shall take effect upon its being recorded in the Public Records.

IN WITNESS WHEREOF, the Pineview Mountain Estates Owners Association has caused this Declaration to be executed by its duly authorized officers on the 27 day of August, 2014.

Pineview Mountain Estates Owners Association


By (Print Name): Dan Shipp
Its: President

STATE OF UTAH)

: ss.

COUNTY OF Weber)

On this 27th day of August, 2014, personally appeared before me Dan Shipp, who, being by me duly sworn, did say and acknowledge that he signed the within instrument in the capacity indicated.



A handwritten signature in black ink, appearing to read "Michelle Stone", written over a horizontal line.

NOTARY PUBLIC
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

All of PINEVIEW SUMMER HOME AREA RE-SURVEY SUBDIVISION, and all of PINEVIEW SUMMER HOME RE-SURVEY SUBDIVISION 1ST AMD, according to the official plats as recorded in the office of the Weber County Recorder.

ALL COMMON AREA, PINEVIEW SUMMER HOME AREA RE-SURVEY SUBDIVISION, WEBER COUNTY, UTAH. EXCEPT THE FOLLOWING: ALL OF LOT 46, PINEVIEW SUMMER HOME AREA RE-SURVEY SUBDIVISION 1ST AMENDMENT LOT 46, WEBER COUNTY, UTAH.

20-111-0001 through 20-111-0012 ✓
20-111-0014 ✓
20-112-0001 through 20-112-0010 ✓
20-113-0001 through 20-113-0011 ✓
20-114-0001 through 20-114-0016 ✓
20-129-0001 ✓

Sprb