

WHEN RECORDED RETURN TO:  
John R. Barlow  
Mitchell Barlow & Mansfield P.C.  
Nine Exchange Place, Suite 600  
Salt Lake City, Utah 84111

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
LAKEVIEW FARMS DEVELOPMENT

This Declaration of Covenants, Conditions and Restrictions for Lakeview Farms Development is made this 26 day of MARCH, 2018 by LAKEVIEW FARMS, LLC, a Utah limited liability company (“Declarant”).

RECITALS

A. Declarant is the Owner of that certain real property located in American Fork, Utah and described on Exhibit A attached hereto (the “Development”).

B. Declarant desires to provide for the preservation and enhancement of property value and material features of the Development as planned and described by requiring that all owners of any lot within the Development shall take and hold said property subject to these restrictions and covenants.

C. Therefore, Declarant hereby, for the benefit of the present and future owners of lots within the Development, hereby subjects the Development to this Declaration.

ARTICLE 1  
SUBMISSION; DEFINED TERMS

Section 1.1 Submission of Development.

(a) Declarant submits the Development to this Declaration and to the Utah Property Association Act, Utah Code Ann §§ 57-8a-101, et. seq. (the “Property Association Act”).

(b) Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Development, that this Declaration shall constitute a covenant running with the Development and shall be binding on all parties having any right, title or interest in the Development or any part of the Development, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner.

Section 1.2 Defined Terms. Each capitalized term in this Declaration or in the Plat or Map shall have the meaning specified or as used in Property Association Act, unless otherwise defined in this Declaration:

(a) “Administrative Control” means the period of time commencing on

the date of recordation of this Declaration and expiring on the earlier of (i) 60 days after conveyance of 75% of the Lots in the Development to Owners other than Declarant; (ii) seven (7) years after Declarant has ceased to offer Lots for sale in the ordinary course of business, or (iii) the date Declarant, after giving written notice to Owners, records an instrument voluntarily surrendering all rights to control activities of the Association.

(b) “Architectural Committee” means: (i) during the period of Administrative Control, the Person or Person designated by the Declarant and, (ii) after the period of Administrative Control, consistent with Section 8.5 below, the Person or Persons appointed by more than 60% of the Owners, in each case to perform the duties and obligations described herein and as further directed by the Declarant or Owners; the Committee may be an architectural review firm appointed by either the Declarant or Owner to perform the duties and obligations of the Committee.

(c) “City” means the City of American Fork.

(d) “Development” means the Lots subject to this Declaration.

(e) “Development Rights” means those rights set forth in this Declaration and those rights set forth in the Property Association Act.

(f) “First Lien Holder” means a holder of a first-position lien on any Lot, and any party claiming through such holder.

(g) “Governing Documents” means this Declaration, the Plat, and the Map, as all of the foregoing may be amended from time to time.

(h) “Map” means the site plan for Lakeview Farms, which Map is attached hereto as **Exhibit B**, and incorporated and made a part of this Declaration by reference.

(i) “Owner” or “Home Owner” or “Lot Owner” means the Declarant or any other Person that owns a Lot.

(j) “Person” means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, or trust.

(k) “Plat” means any recorded Plat for all or any part of the Development, as approved by the City, and any supplements and amendments, depicting and locating the Lots and easements on the Lots.

(l) “Lot” or “Home” means a physical portion of the Development, designated for separate ownership, shown as a lot on the recorded Plat for the Development, and, in the proper context, also including the Home or residence constructed on the Lot, which is typically referred to in this Declaration as a “Home,” the boundaries of which are defined in the Plat and in this Declaration.

ARTICLE 2  
LOTS AND MAINTENANCE; EASEMENTS

Section 2.1 Number of Lots. The Development is anticipated to consist of 39 Lots.

Section 2.2 Identification of Lots; Lot Descriptions. The identification of each Lot is shown on the Plat and/or Map. Reference to the Declaration, Plat and/or and Plat and/or Map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Declaration, the Plat and Map, without specific references.

Section 2.3 General Maintenance by Owners. Owners are responsible for all maintenance and upkeep of their Lots and all improvements located thereon.

Section 2.4 Maintenance Standards.

(a) Each Lot, and all improvements located thereon, at all times, shall be kept by the Owner in a well maintained, good repair condition, and in a clean, sightly and wholesome condition.

(b) Each Owner shall perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Homes.

ARTICLE 3  
TIME FOR COMPLETION OF CONSTRUCTION; PURCHASE OPTION OF DECLARANT

Section 3.1. Construction Deadlines. Each Owner or its assigns shall commence construction on each Lot purchased from Declarant within twenty-four (24) months of the date such Lot is conveyed from Declarant to the original Owner (the "Construction Commencement Date"), and shall complete the construction and receive a certificate of occupancy within twelve (12) months after the Construction Commencement Date (the "Construction Completion Date").

Section 3.2. Declarant's Repurchase Right. In the event that an Owner, or its successor and assigns, fails to commence construction by the Construction Commencement Date or complete the construction and receive a certificate of occupancy by the Construction Completion Date, Declarant shall have the right, but not the obligation, to repurchase such Lot and all improvements made thereon for the same price paid by the original Owner to Declarant for such Lot (the "Repurchase Right"). To exercise the Repurchase Right, Declarant shall give the Owner of the applicable Lot written notice of its exercising the Repurchase Right within sixty (60) days of the Construction Commencement Date or within one-hundred eighty (180) days of the Construction Completion Date, as applicable. Upon the exercise of the Repurchase Right, an escrow with an escrow company reasonably acceptable to Declarant and Owner (the "Escrow Agent") shall be established within ten (10) days of the Repurchase Right exercise date and the parties agree thereupon to execute escrow instructions providing:

(a) that the full purchase price shall be paid on or before the closing in cash or by wire transfer;

(b) that the repurchase shall be evidenced by a special warranty deed conveying the Lot, subject only to taxes and assessments and encumbrances existing on the Lot at the time such Lot was transferred to the original Owner, but free and clear of any and all other liens, claims and encumbrances as are not acceptable to Declarant;

(c) that, at the closing, Owner will furnish to Declarant, at Owner's expense, a standard owner's title insurance policy in the amount of the purchase price, issued by Escrow Agent, to insure title to the Lot to be vested in Declarant;

(d) that the escrow and recording fees will be paid by Owner, and that all closing costs will also be paid by Owner; and

(e) that the parties agree to execute, acknowledge and deliver such instruments or instructions as may be necessary to consummate the repurchase.

ARTICLE 4  
RESTRICTIONS ON USE

All Property within the Development shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Declarant or Owners, as applicable, if such strict application would be unreasonable or unduly harsh under the circumstances. The following use restrictions are also subject to the Development Rights reserved by Declarant.

Section 4.1 Use, Occupancy and Use Protection. Lots within the Development shall be used only for purposes allowed by the local zoning codes and only for residential purposes.

Section 4.2 Restrictions on Improvements, Including Fences. See the article of this Declaration on Architectural Review for restrictions on improvements to Lots, including restrictions on fencing.

Section 4.3 Restriction on Further Sub-Dividing. No Lot may be further subdivided or separated into smaller Lots or Lots by any Owner, and no portion consisting of less than all of any such Lot, nor any easement or other interest in this Declaration, shall be conveyed or transferred by an Owner. This covenant shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.

Section 4.4 Leasing of Homes. The Declarant and the Owners, as applicable, shall have the power to make and enforce reasonable rules and regulations regarding leasing of Homes. Any lessee of a Home covenants and agrees to abide by the terms and conditions of this Declaration, and any rules and regulations adopted pursuant to the foregoing sentence.

Section 4.5 Vehicular Parking, Storage, Recreational Vehicles ("RVs") and Repairs.

(a) No activity such as, but not limited to, maintenance, repair,

rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the Development; except within any enclosed garage that allows for vehicle storage, or in the case of a boat or RV, temporary repairs (not to exceed 72 hours).

(b) RVs, boats, trailers and similar vehicles may be parked on a Lot in the Development so long as the entire RV, boat, or trailer is behind the front plane of the home on the Lot and behind an enclosed fence.

(c) Parking in fire lanes (as designated by local government or a local fire protection authority) shall not be permitted.

Section 4.6 Prohibitions on Increased Costs, Damage, Nuisance and Noise.

(a) Increased Costs. Nothing shall be done or kept in a Home, or any part of a Lot, that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body.

(b) Nuisance and Noise. An Owner or occupant shall not conduct activities within a Home or use a Home in a manner, that interferes with or causes disruption to the use and quiet enjoyment of another Home by its respective Owner or which creates noise that will unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or occupants of his or her Home. Each Owner and occupant shall only use a Home and Lot in a manner that complies with the laws, ordinances and regulations of the City relating to nuisances and noise.

(c) Noxious and Other Activities. No Owner or occupant may use or allow the use of a Home or any portion of the Development at any time, in any way, which may endanger the health or property of other occupants, unreasonably annoy, disturb or cause discomfort to other Owners or occupants. Each Owner and occupant shall only use the Home and Lot in a manner that is in full compliance with the laws, ordinances and regulations of the City relating to noxious and other similar activities.

(d) Individual Owner Rights of Enforcement. Nothing in this Declaration shall be construed to affect the rights of an aggrieved Owner or occupant to proceed individually against a violator of this Declaration for relief from interference with his or her property or personal rights. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or occupant against the Declarant for failure to enforce the provisions of this Section of this Declaration if the aggrieved Owner or occupant has not personally pursued all available remedies against the violator for redress provided pursuant to Utah law.

Section 4.7 Pets. Owners or occupants shall not own or keep animals in the Development in violation of the laws, ordinances and regulations of the City relating to the ownership of pets and other animals. No Owner or occupant may keep, breed or maintain any pet for any commercial purpose.

Section 4.8 Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Home and shall not be allowed to accumulate in the Home or on the Lot. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and either placed in the trash cans or proper receptacles.

Section 4.9 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure.

Section 4.10 Restriction on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere with in the Development except such sign or signs as may be allowed by state or federal law.

Section 4.11 No Restrictions on Mortgaging of a Lot. There are no restrictions on the right of the Owners to mortgage or otherwise encumber their Lot. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 4.12 Storage Restrictions. Balconies, decks and patio areas of Homes may not be used as storage areas and no clotheslines or drying areas shall be installed, allowed, kept, maintained or permitted on the balcony, patio or deck areas in the Development.

Section 4.13 Antennas and Satellite Dishes.

(a) Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any Lot, except in the location designated by the Declarant.

(b) The following shall apply to all Lot Owners:

(i) No transmission antenna, of any kind, may be erected anywhere in the Development, including the Lots, other than in the location designated by the Declarant, without written approval of the Board or Architectural Committee.

(ii) No direct broadcast satellite ("DBS") antenna or multi-channel multi-point distribution service ("MMDS") antenna larger than three feet in diameter shall be placed, allowed or maintained upon a Lot.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission rules as amended from time to time. Such items shall be installed in the location designated by the Declarant or another location, if less conspicuous, that perm its reception of an acceptable signal.

(iv) If a Lot is transferred which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

Section 4.14 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for Declarant, its assigns, employees, independent contractors, and agents, to perform such reasonable activities, and to maintain upon portions of the Development such facilities as are reasonably necessary or incidental to the construction and sale of Homes in the development of the Development, specifically including, without limiting the generality of the foregoing, the maintenance of temporary business offices, construction trailers, storage areas, trash bins, construction yards and equipment, signs, model units, temporary sales offices, parking areas and lighting facilities.

ARTICLE 5  
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 5.1 Development Rights. Declarant reserves the following Development Rights during the period of Declarant's Administrative Control:

(a) Except for Lots not then owned by Declarant (for which the consent of that Owner would be required), to relocate boundaries between adjoining Lots, enlarge Lots, reduce or diminish the size of Lots, as the same may be indicated on the Map or on plats filed of record or filed with the Declaration.

(b) The right to amend the use restrictions included in this Declaration, together with the right to add new use restrictions.

(c) The right to make amendments to this Declaration or the other Governing Documents.

(d) The right to exercise any development rights reserved or allowed in Property Association Act.

(e) The right to exercise any additional reserved right created by any other provision of this Declaration.

Section 5.2 Additional Reserved Rights. In addition to the rights set forth above, Declarant also reserves the following additional rights:

(a) Signs. The right to maintain signs and advertising at the Development and to advertise the Development or other communities developed or managed by or affiliated with Declarant.

(b) Dedications. The right to establish, from time to time, by dedication or otherwise, public streets, utility and other easements for purposes including, but not limited to, public access, access paths, walkways, plazas, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and utility service, and to

create other reservations, exceptions and exclusions.

(c) Construction Easement. Declarant and its assignees expressly reserve the right to perform construction, and to store materials in the Development, and the right to control such construction, work and repairs and the right of access, until completion. All work may be performed without the consent or approval of any Home Owner or holder of a security interest. Declarant and its assignees have such an easement as may be reasonably necessary for such construction and for exercising any other reserved rights in this Declaration. Such easement includes, but is not limited to, the right to excavate and to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Development.

(d) Access Easement. Declarant and its successors and assigns shall have an access easement to and from any real property accessible through the Development.

Section 5.3 Rights Transferable/Rights Transferred. Any rights created or reserved hereunder for the benefit of Declarant may be transferred to any Person by an instrument describing the rights transferred recorded in the real property records of Utah County. The rights transferred may then be exercised without the consent of any Owners or any holders of a security interest in a Home.

Section 5.4 No Further Authorizations Needed. The consent of Owners or holders of security interests shall not be required for exercise of any reserved rights, and Declarant or its assignees may proceed without limitation at its or their sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the property in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved rights or to expand the Development beyond the number of Homes initially submitted.

Section 5.5 Interpretation. Recording of amendments to the Declaration and the Map or Plat pursuant to reserved rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically (a) vest in each existing Owner the reallocated interests appurtenant to their Home, and (b) vest in each existing security interest a perfected security interest in the reallocated interests appurtenant to the encumbered Home. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Development as expanded and to any additional improvements, and the same shall be added to and become a part of the Development for all purposes. Reference to the Declaration and Map in any instrument shall be deemed to include all amendments to the Declaration and the Map without specific reference.

Section 5.6 Termination of Reserved Rights. The rights reserved to Declarant, for itself, its successors and assigns, shall expire as set forth above or in Property Association Act, unless (i) extended as allowed by law, or (ii) terminated by written instrument executed by Declarant, recorded in the records of the Clerk and Recorder of Utah County, State of Utah.



ARTICLE 6  
ARCHITECTURAL REVIEW

Section 6.1 Design Guidelines. Declarant hereby adopts the Design Guidelines attached hereto as **Exhibit C**. The Design Guidelines may: (i) during the period of Administrative Control, be amended from time to time by the Declarant, or, (ii) after the period of Administrative Control, be amended from time to time by the vote of at least 60% of the Owners.

Section 6.2 Required Approval. No structures, including a Home, accessory buildings, tennis courts, swimming pools, antennas (except as otherwise permitted under this Declaration), flag poles (except as otherwise permitted by the Property Association Act), fences, dog runs, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any alteration or change to the exterior of the improvements, the exterior of a Home, to a Lot or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Committee. At minimum, such plans and specifications shall include (i) detailed house plans that show the exterior design, height, materials, location of the structure or addition to the structure or proposed improvement (horizontally and vertically), and, (ii) in the event the Lot owner desires to use an exterior color for the Home or improvement other than an earth tone of gray, white or brown, a color plan showing the color(s) proposed. Such information shall be supplemented by such other materials and information as may reasonably be required by the Architectural Committee.

Section 6.3 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

(a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Architectural Committee;

(b) Owners shall comply with any request by the Architectural Committee for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;

(c) Architectural Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

(d) Owners shall notify the Architectural Committee of completion of the improvement's installation or construction within ten days of such completion;

(e) Upon completion of an improvement, Owners authorize the

Architectural Committee or its representative(s) to enter onto the Lot for exterior inspection;

(f) Failure of an Owner to notify the Architectural Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Architectural Committee's approval;

(g) If the improvement as built does not conform to the improvement as approved by the Architectural Committee, the Architectural Committee's approval will be deemed withdrawn, and upon written request of the Architectural Committee, the Owner shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(h) In the event of withdrawal of Architectural Committee approval for any reason(s) cited in this Section, and upon written request from the Architectural Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 6.4 Architectural Criteria. The Architectural Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration and the Design Guidelines. The approval or consent of the Architectural Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, harmony with the other Homes, aesthetics consistent with and complimentary to the Development and such other criteria as may be set forth in adopted guidelines, and conformity with the specifications and purposes generally set forth in this Declaration and the Design Guidelines. The Owner shall pay the Architectural Committee a review fee as set forth in the Design Guidelines.

Section 6.5 Establishment of the Architectural Committee. The Architectural Committee shall consist of the number of members appointed by the Declarant during the period of Administrative Control and, after the period of Administrative Control, the Persons or Persons selected by the vote of at least 60% of the Owners as more specifically explained in the definition of "Architectural Committee" above in Section 1.2(b) and below in Section 8.5.

Section 6.6 Reply and Communication. The Architectural Committee shall reply to all submittal of plans made in accordance with this Declaration and guidelines (if any) of the Architectural Committee, in writing within 7 days after receipt. In the event the Architectural Committee fails to take any action on submitted plans and specifications within 7 days after the Architectural Committee has received the plans and specifications, approval shall be deemed to be granted. During the period of Administrative Control,

communications and submittals shall be addressed to the Architectural Committee in care of the Declarant.

Section 6.7 Condition of Approval. In the discretion of the Architectural Committee, an Owner may be required to enter into a written agreement establishing the approval of an application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 6.8 Commencement and Completion of Construction. Subject to Section 3.1, all improvements approved by the Architectural Committee must be commenced within 6 months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Architectural Committee, unless the Architectural Committee gives a written extension for commencing the work. Additionally, except with written Architectural Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Architectural Committee shall be completed within one year of commencement.

Section 6.9 Variances. The Architectural Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration and the Design Guidelines in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in the Architectural Guidelines.

Section 6.10 Waivers. The approval or consent of the Architectural Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Architectural Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.11 Liability. Neither the Architectural Committee nor the Declarant shall be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Architectural Committee the Declarant shall bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The sole remedy of an Owner or occupant with regard to actions or omissions of the Architectural Committee and/or the Declarant shall be to seek injunctive relief in a court of competent jurisdiction.

Section 6.12 Records. The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect to this article of the Declaration.

Section 6.13 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision.

ARTICLE 7  
SPECIAL RIGHTS OF FIRST LIEN HOLDERS

Section 7.1 Rights of First Lien Holders to Notice of Certain Actions. First Lien Holder shall be entitled to timely written notice of:

(a) Any condemnation loss which affects a material portion of the Development or any Home subject to a first mortgage held, insured or guaranteed by such First Lien Holder;

(b) Any proposed action which would require the consent of a specified percentage of First Lien Holders as provided in this Article.

Section 7.2 Right to Pay Taxes and Insurance Premiums. Any First Lien Holder shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Home.

ARTICLE 8  
GENERAL PROVISIONS

Section 8.1 Compliance with and Enforcement of Governing Documents.

(a) Every Owner of a Lot and occupant of a Home shall comply with the applicable provisions of the Governing Documents and the Design Guidelines.

(b) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs reasonably incurred in such action.

Section 8.2 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application of this Declaration to any Person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 8.3 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.4 Amendment of Declaration, Map or Plat by Declarant. Declarant may

amend this Declaration at any time during the period of Administrative Control without obtaining the approval of any Owners or First Lien Holders.

Section 8.5 Certain Post-Administrative Control Procedures; Amendment of Declaration by Owners. Following the period of Administrative Control, the Members may from time to time by the vote of more than 60% of the Owners elect a Person or Persons to serve as chairperson or chairpersons to notify other Owners of any decision to be made by the vote of the Owners, to adopt reasonable procedures for voting and counting votes of the Owners hereunder, and to serve as the Architectural Committee or the chairperson tasked with retaining a third-party architectural review firm as set forth in the definition of "Architectural Committee" in Section 1.2(b) above. Further, following the period of Administrative Control, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of at least 51% of the total number of votes of the Owners.

Section 8.6 Termination. This Declaration may be terminated in the manner as provided for and allowed for in Property Association Act.

Section 8.7 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article of this Declaration.


Section 8.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Homes and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Utah.

Section 8.9 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed and delivered this Declaration effective as of the date first written above.

LAKEVIEW FARMS, LLC  
a Utah limited liability company

By:   
Name:  
Title: Manager

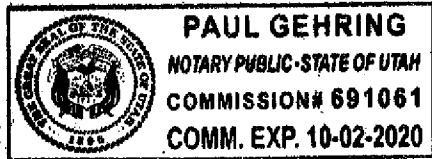
STATE OF UTAH )

COUNTY OF UTAH )

The foregoing Declaration was acknowledged before me on this 26 day of MARCH, 2018, by DAVID BROTHESON as authorized agent for Lakeview Farms, LLC, a Utah limited liability company.

Witness my hand and official seal.

  
Notary Public  
My Commission Expires: 10-2-20



**EXHIBIT A**

Description of Development

The following property located in American Fork, Utah County, State of Utah:

Lots 1-5, Plat "A", LAKEVIEW FARMS SUBDIVISION, in the City of American Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

ALSO:

Lots 6-19, Plat "B", LAKEVIEW FARMS SUBDIVISION, in the City of American Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

ALSO:

Lots 20-39, Plat "C", LAKEVIEW FARMS SUBDIVISION, in the City of American Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

**EXHIBIT B**

The Map

(attached)

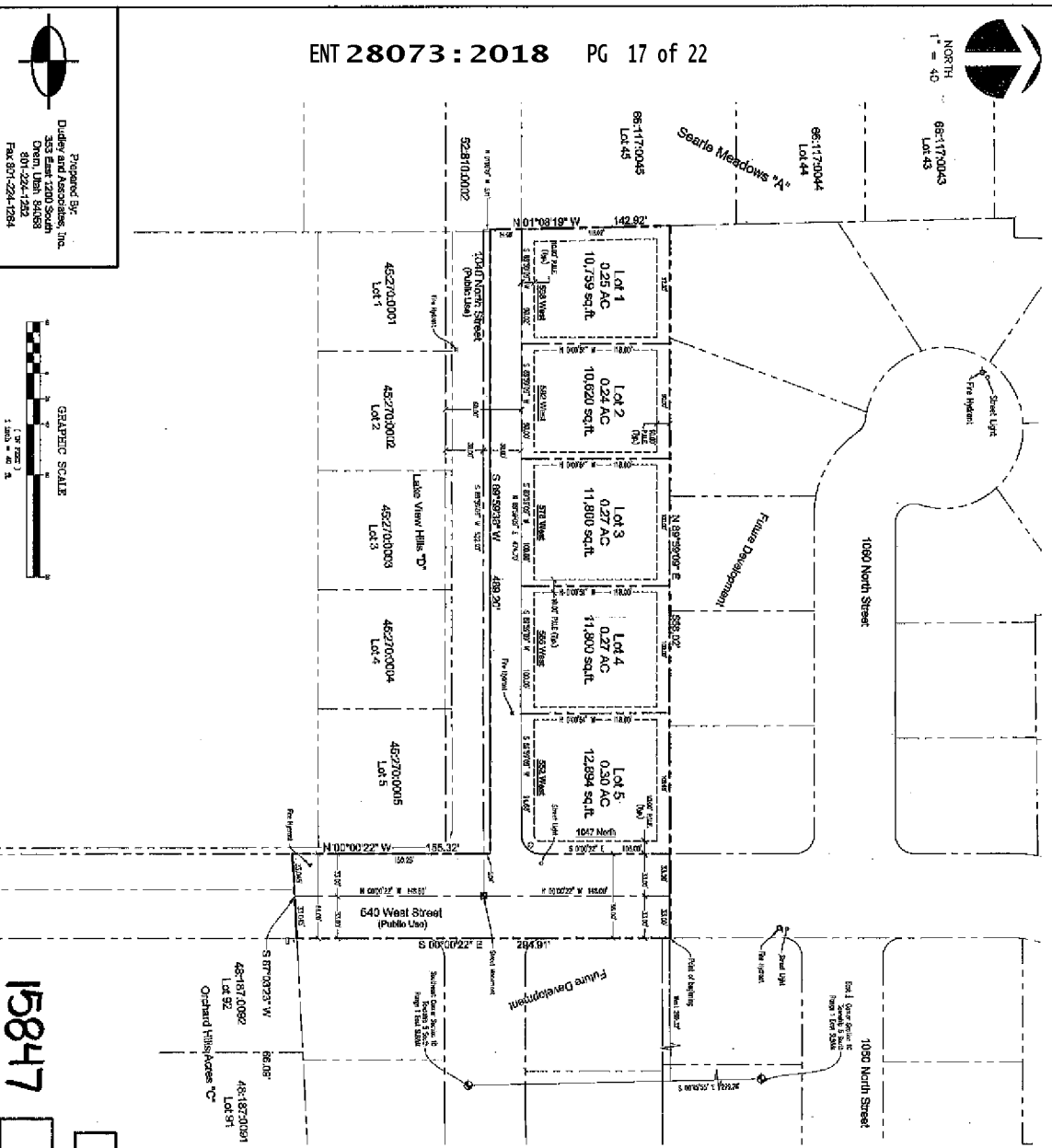




68-1170043  
Lot 43

68-1170044  
Lot 44

68-1170045  
Lot 45



A Subdivision to American Fork City  
**Lakeview Farms Plat "A"**  
 A Subdivision located in the Southeast 1/4 of Section 10,  
 Township 5 South Range 7 East S2, S3&4  
 American Fork City, Utah County, Utah, Zone R-1-3000 SF

Prepared By:  
 Dudley and Associates, Inc.  
 1000 West 1000 South  
 Orem, Utah 84058  
 801-224-1252  
 FAX 801-224-1284



15847

Scale: 1" = 40 Feet  
 Date: 1/24/18

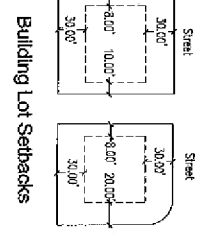
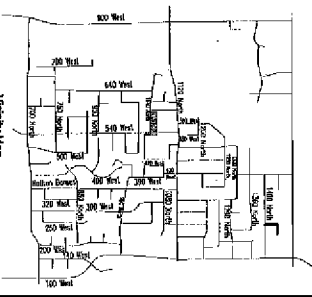
Shane W. Walker, Authority  
 Approved: 1/24/18

American Fork City, Utah  
 Subdivision  
 Scale: 1" = 40 Feet  
 Utah County, Utah



**Curse Dates Table**

Curse Label	Start Date	End Date
1	1/24/18	1/24/18
2	1/24/18	1/24/18



**Legend**

- Street
- Public Right of Way
- Private Right of Way
- Proposed Building Footprint
- Proposed Lot Boundary
- Proposed Easement
- Proposed Utility Line
- Proposed Fire Hydrant
- Proposed Street Light
- Proposed Storm Drain
- Proposed Storm Sewer
- Proposed Water Main
- Proposed Gas Main
- Proposed Sewer Main
- Proposed Electric Main
- Proposed Telephone Main
- Proposed Cable Main
- Proposed Fiber Optic Main
- Proposed Other Utility Main
- Proposed Other Utility Line
- Proposed Other Utility Pole
- Proposed Other Utility Structure
- Proposed Other Utility Enclosure
- Proposed Other Utility Vault
- Proposed Other Utility Chamber
- Proposed Other Utility Manhole
- Proposed Other Utility Access Point
- Proposed Other Utility Structure
- Proposed Other Utility Enclosure
- Proposed Other Utility Vault
- Proposed Other Utility Chamber
- Proposed Other Utility Manhole
- Proposed Other Utility Access Point

**Lakeview Farms**

Approved by the City of American Fork  
 American Fork City, Utah  
 Subdivision  
 Scale: 1" = 40 Feet  
 Utah County, Utah

Accommodation by the City of American Fork  
 American Fork City, Utah  
 Subdivision  
 Scale: 1" = 40 Feet  
 Utah County, Utah

Boundary Description  
 Boundary Description  
 Boundary Description

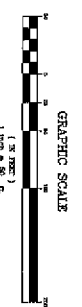
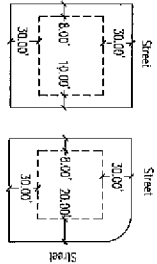
Surveyor's Certificate  
 Surveyor's Certificate  
 Surveyor's Certificate





Prepared By:  
Dudley and Associates, Inc.  
333 East 200 South  
Orem, Utah 84058  
801-224-1222  
Fax: 801-224-1264

Building Lot Setbacks

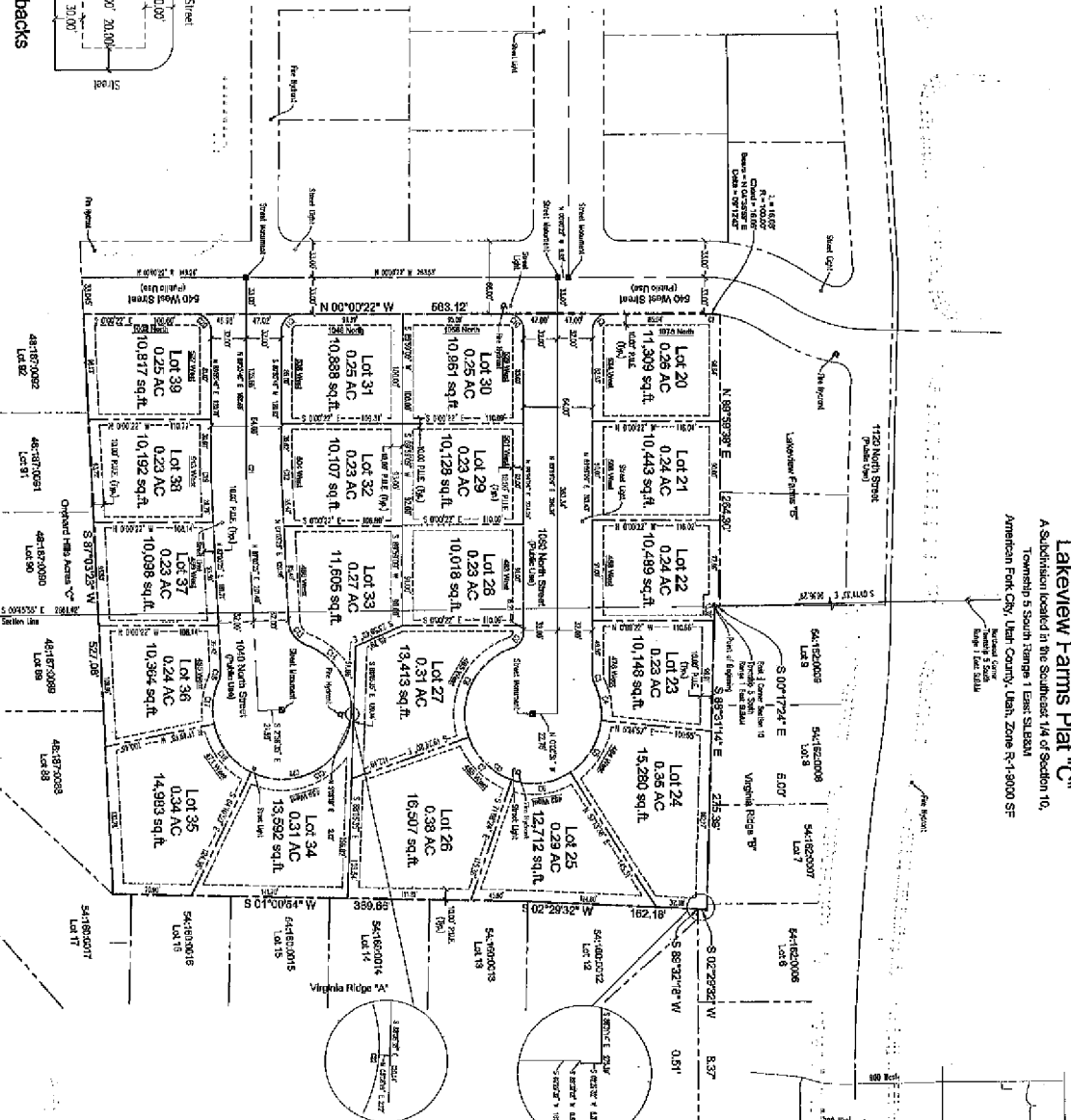


15865

Zone: R-1000  
Special Use: None

Surveyor's Certificate  
Boundary Description  
Owner's Declaration  
Acknowledgment  
City of Utah  
City of American Fork

Plat 'C'  
Lakeview Farms  
American Fork City, Utah  
Subdivision  
Utah County, Utah  
Scale: 1" = 60 Feet



A Subdivision in American Fork City  
Lakeview Farms Plat "C"  
A Subdivision located in the Southeast 1/4 of Section 10,  
Township 5 South, Range 1 East, S36E1N  
American Fork City, Utah County, Utah, Zone R-1-9000 SF

Table with 4 columns: Corner, Length (Feet), Angle, and Station. It lists corner points and distances for the subdivision.

Notes:  
1. The plat is subject to the provisions of a...  
2. The plat is subject to the provisions of a...  
3. The plat is subject to the provisions of a...

Owner's Declaration  
I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is the same as shown on the plat and that the plat is true and correct.

Acknowledgment  
STATE OF UTAH } S.S.  
COUNTY OF UTAH } S.S.  
I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is the same as shown on the plat and that the plat is true and correct.

Planning Commission Approval  
I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is the same as shown on the plat and that the plat is true and correct.

City of American Fork  
City of American Fork

City of American Fork  
City of American Fork

147 012 01 18 19 53.2 4 739

**EXHIBIT C****LAKEVIEW FARMS  
DESIGN GUIDELINES**

All terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration of Covenants, Conditions and Restrictions for Lakeview Farms Development.

**1.01 Temporary Structures/Dwellings**

No trailer, tent, basement, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

**1.02 Compliance with Zoning Ordinance of American Fork City**

All buildings shall be positioned and used upon lots in accordance with the applicable provisions of American Fork City Zoning Ordinances.

**1.03 Dwelling Quality, Size and Colors**

All of the lots shown on the subdivision plats shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. All dwellings shall be designed to adhere to the natural contours of the lot upon which they are placed such that no house shall have more than a six (6) foot rise from the sidewalk level to the main floor of the house.

No dwelling shall exceed two (2) stories in height in addition to the basement (if any) and attic area, and must include a private garage, on grade, for not less than three (3) cars and not more than five (5) cars, with a minimum of five hundred seventy-five (575) square feet. Carports or other open storage will not be allowed. Notwithstanding the preceding, if any lot cannot, in the discretion of the Architectural Committee, accommodate a three (3)-car garage due to the width of such lot, the Architectural Committee shall permit the owner of such lot a variance to construct a two (2)-car garage. Detached garages or accessory buildings will be allowed only if the architecture and exterior materials used are compatible with the adjoining home and if approved by the Architectural Committee. No more than a three (3)-car garage can face the road at the front of the house. No more than a three (3)-car garage can be used in a row unless there is an architectural break approved by the Architectural Committee.

For a single story dwelling, the main floor finished living area above grade will not be less than one thousand six hundred (1,600) square feet exclusive of open porches and garages.

For a two (2)-story dwelling, the finished living area above grade will not total less than two thousand one hundred (2,100) square feet unless the Architectural Committee approves less living area to accommodate a small or irregular-shaped lot.

All the roofing material must be of 30-year architectural grade shingles, wood shake shingles, tiles, or equivalent. No steel roofs are permitted, but steel roof accents are permitted. No rooftop, window, or wall-mount evaporated coolers will be allowed. All roof material color is subject to Architectural Committee approval.

In all cases, the color of home exteriors shall conform to the general theme of the

neighborhood design as determined by the Architectural Committee. The use of natural earth tones is required, unless otherwise approved by the Architectural Committee, which approval shall be granted only if the color is muted and consistent with other Homes in the Development. Bright, highly-visible and obtrusive colors (including, but not limited to, bright red, orange, blue, purple, pink, green, yellow, white, black and bright combinations thereof) are prohibited in all instances.

The exterior material of each structure must consist of brick, stone, rock, cement fiber siding (such as Hardie board) or stucco or a combination thereof, with 40% of the front of each home wall being cement fiber siding, brick, cultured stone or natural stone, and each side wall parallel to a road that borders the lot upon which the home is situated, if any, including a wainscoting consisting of cement fiber siding, brick, cultured stone or natural stone or otherwise including 40% of such materials. Wood beams may be used and must be pre-finished, painted or stained and kept maintained. No aluminum or vinyl siding may be used on the exterior except on the soffit and fascia. The Architectural Committee shall reserve the right to require the use of certain materials or combination of materials based upon the design or plan submitted. New exterior construction products may be used only upon approval by the Architectural Committee. The Architectural Committee shall have discretion to approve new or alternative home designs utilizing different construction materials provided that such designs maintain the integrity of the neighborhood and so long as, once approved, all Owners may utilize similar designs.

1.04 Landscaping

All yards must be landscaped on the front, side and back. All front and side yards shall be landscaped within six (6) months following completion of construction and all back yards shall be landscaped within twelve (12) months following the completion of construction. In the event that strict enforcement of this provision would cause undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the Architectural Committee not to exceed twelve (12) months of completion of the home. Landscaping shall be deemed to include grass, shrubbery, trees, and an underground sprinkler system capable of properly watering the same. All Owners shall keep and maintain their yards in a neat and clean appearance. The Owner is responsible to sod or seed and care for the strip between curb and sidewalk in front of home and shall be permitted to plant such trees as are approved by the Architectural Committee.

Each yard shall, at minimum, have one tree in the front yard, and if home is on a corner lot, then such yard must have at least one tree in each side yard parallel to a road that borders the lot upon which the home is situated.

The following trees, because of their undesirable characteristics, are prohibited in the Development:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Pelecanus Occidental	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Balaen;	Balaena Poplar
Populus Angustifolia	Narrow-leaf Poplar
Populus Deltoides	Carolina Poplar

Populus Fremontia  
 Populus Nigra italica  
 Robinia Pseudoacaia  
 Ulmus Pumila

Fremont's Poplar  
 Lombard Poplar  
 Black Locus  
 Siberian/Chinese Elm

1.05 Fences

Fencing of side yards between an Owner's lot and an adjacent Owner's lot is not required; provided, however, that Owners are encouraged to complete the construction of such sideyard fencing between an Owner's lot and adjacent Owners' lots within one (1) year following the completion of construction of the home. All fences must be constructed of concrete (rhino rock fencing or equivalent), vinyl, commercial grade aluminum, or wrought iron. Vinyl fences shall be white. Commercial grade aluminum and wrought iron fences shall be black. No chain link fencing of any type will be allowed except by approval from the Architectural Committee; provided, however, that chain link may be used for dog runs, etc. which are not visible from any street. Any fencing not consistent with this Section 1.05 must be approved by the Architectural Committee.

1.06 Driveways

Driveways and the apron between the sidewalk and the street must be of concrete. Asphalt or gravel driveways will not be permitted.

1.07 Review Fees.

The Owner shall, at the time such Owner submits a complete application for approval of a the plans and specifications for a new home, pay a one-time non-refundable review fee to the Architectural Committee in the amount of \$250.00.

The Owner shall, at the time such Owner submits a complete application for approval of a improvements to an existing home or yard, pay a one-time non-refundable review fee to the Architectural Committee in the amount of \$100.00.