

When recorded, mail to:

CJS Property Holdings, LLC

Attn: Steve Wilson

2050 N. 300 W  
Spanish Fork, UT  
84664

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, CONDITIONS AND  
RESTRICTIONS AFFECTING Sunrise Ranch Plat D SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That CJS Property Holdings, LLC is the owner of the following described property located in Mapleton, County of Utah, State of Utah (the "Property"):

All of Lots 97-133, Sunrise Ranch Plat 'D' Estates, Mapleton, Utah, according to the official plat thereof on file in the Office of the Utah County Recorder.

That it is the developer's desire to restrict the use to which the Property is put, and for this purpose executes these covenants and building restrictions.

That the Property covered by said covenants has been platted and is designated and known as Sunrise Ranch Plat 'D' Estates, (the subdivision), that a plat thereof was accepted by Mapleton City Council and the Mayor of Mapleton City and has been recorded in the office of the County Recorder of Utah County.

That CJS Property Holdings, LLC is the sole owner of all the land located in Plat A, excepted the streets. public

NOW THEREFORE, all of the lots shown on the Subdivision plat of the Sunrise Ranch Plat 'D' Estates are held and shall be conveyed subject of the restrictions and covenants hereinafter set forth, and all persons and corporations who hereafter own or have any interest in any agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of forty (40) years from the date of recording: provided, however, that said restrictions and covenants shall be renewed and automatically continue thereafter for successive periods often (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

DWELLING QUALITY AND SIZE:

- 1.1 All of the lots shown on said Subdivision plat shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two stories in height, in addition to a basement and private garage for not less than three (3) cars. Carports will not be allowed. Small storage sheds may be built on small lots and large sheds on larger lots if designed to match the style of the home and approved by Mapleton City and Architectural Control Committee.
- 1.2 For a single-story dwelling, the finished area above grade will not be less than Two Thousand two hundred (2200) square feet on the main floor, exclusive of open porches and garages. Exceptions to this will be granted for lots 101, 102, 103, and 105, which may have a main floor of two thousand (2000) square feet on the main floor.

All homes must have a minimum of a 6/12-pitch roof with smaller accent roofs of 4/12-pitches allowed and no less than a 2x6 fascia board unless such dwelling meets a specific architectural design approved by the Architectural Control Committee.

For a two-story dwelling, the finished area above grade will be not less than Seventeen hundred fifty (1750) square feet on the main floor exclusive of open porches and garages. Total above grade living space will not be less than three thousand (2600) sq. ft. Height cannot exceed more than 35 feet from garage floor elevation to the peak of the roof unless approved by the Architectural Control Committee and Mapleton City.

- 1.2 All residences are required to have a three-car garage minimum.
- 1.3 Exterior Requirements: The front exterior elevation of each dwelling must be composed of a combination of Hardie Lap Siding, Hardie Batten Board and/or Shake Shingle, with a minimum of 25% brick or stone, unless otherwise approved in writing by the Architecture and Landscape Committee. No vinyl siding, nor aluminum siding will be approved. Stucco may be present on sides and rear of dwelling only, and unless otherwise approved in writing by the Architecture Control Committee no home will be approved with stucco on the front elevation, nor will a home with stucco only and no stone/brick. Materials shall happen at inside corners and to outside corners. When no inside corner is present material must wrap corner by a minimum of 18". All elevations are subject to approval by the Architecture Control Committee. All exterior colors must be approved, in writing, by the Architecture Control Committee.
- 1.4 "Mid Century" or "Modern" designed homes will be evaluated and approved by the Architectural Control Committee on a case by case basis. These types of homes should try to adhere to the Roof Pitch guidelines wherever possible.
- 1.5 Four (4) Level Splits and Split Entry's (Bi-Levels), will not be permitted in this Subdivision.
- 1.6 OTHER STYLES OF HOMES: No modular homes, round homes, octagon homes, pre-fab homes, or pre-built homes, all-wood homes, all-aluminum homes, log homes, mobile homes, steel homes, concrete homes or any other type or homes of this nature shall be built or erected in this Subdivision.
- 1.7 All structures shall have, at a minimum, brick or rock on no less than 25% of front elevation. The balance of the exterior shall consist of brick, stone, stucco and or Hardi plank siding with aluminum soffit and fascia. Tung and groove Wood Soffit can be used under open covered patios and decks. Hardi plank siding may be used for accent design also. All exterior colors and materials must be emailed to Steve Wilson for the Architectural Control Committee to approve all exterior color schemes and the preference of the Committee will be to utilize moderate tone color schemes and low maintenance exterior materials. White may be used for window frames, soffit and fascia, rain gutter, doors and trims and Hardi Plank Siding or similar only.

- 1.8 The top of any structures (home or outbuildings) foundation will not exceed 4 (four) feet above the back of sidewalk at the highest elevation of the sidewalk of the property upon which the structure is built.
- 1.9 Any deviation from or modification of this Section I shall be by way of unanimous consent of the Developer and a body of property owners in the Subdivision, and any other plat added to Sunrise Ranch Plat 'D' subdivision duly nominated and elected to serve as further set forth herein (hereafter, the "Committee" - see Article 6).

## 2 SPECIFICATIONS:

- 2.1 To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and must be approved by the Architectural Control Committee in advance of the commencement of construction. All designs, elevations and slopes of building lot must be approved by the Committee prior to construction. The owner and contractor will be responsible for any problems occurred from their design or elevations. All lots must slope away from home. All water needs to be maintained on your building lot. Channel for run off for large rainstorms are required to drain water from lot to lot in an open area in the road.
- 2.2 Easements for installation and maintenance of utilities are reserved as noted on the recorded map. Within these easements no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible.
- 2.3 All setbacks shall conform to Mapleton City requirements.
- 2.4 All plans and specifications for any structure or improvement whatsoever to be erected on or moved onto any lot, and the proposed location on the lot or lots, the construction material, the roofs, and exterior color schemes, any later changes or additions after initial approval has been given thereof, and remodeling reconstruction, and alterations thereto on any lot shall be subject to and shall require the approval of the Committee in writing before any work is commenced. A PDF file of the complete set of plans and specifications shall be delivered via email to the Committee " CJS Property Holdings, LLC (stevow57@msn.com) together with proof of approval from governmental agencies involved for any and all proposed improvements. No building or structures shall be altered, placed, or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location of home, elevations of the building, drainage of the lot, wall, fence, or other structure proposed to be constructed, altered, placed or maintained together with the proposed construction material, color schemes for roofs and exteriors thereof.
- 2.4.1 When plans are submitted the Committee shall approve or disapprove plans, specifications and details. One (1) printed set of said plans and specifications with the Committee's approval or disapproval endorsed thereon, shall be returned

to the person submitting them and the PDF copies thereof shall be retained by the Committee for its permanent files. The Committee shall have the right to disapprove any plans that are not in accordance with all of the provisions of this Declaration; or if the design or color scheme of the proposed buildings or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; or if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any one of the property owners of the Subdivision. The decision of the Committee shall be final, subject to VETO by a two-thirds vote by all the property owners, based on one vote per developer and one vote by owner of each recorded lot.

- 2.4.2 The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such plans and specification.
- 2.4.3 No improvements shall be built unless they conform to all laws, ordinances, and requirements of the Federal, State and local governing authorities.
- 2.4.4 Buyers of the individual lots will begin construction or otherwise improve the property within 36 months of closing on the unimproved lot.

### 3 MAINTENANCE:

- 3.1 All builders are required to use a dumpster or trash trailer in which to place all refuse. Said dumpster must be on site at the beginning of the framing process.
- 3.2 No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.
- 3.3 Unless otherwise approved in writing by the Committee, construction of the primary dwelling must be completed, construction materials and equipment removed, and the ground graded within twelve (12) months from the time ground is broken for the structure.
- 3.4 All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash, and debris of any kind and must be maintained in such a manner as not to detract from the subdivision as a whole. Sidewalk, parkway, curbs and gutters must be kept clean, unobstructed and in good repair.
- 3.5 No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence construction and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property lines.

- 3.6 Front yard landscaping, including not less than 60% grass in landscape area, sprinkling system, minimum of 3 trees on corner lots, 2 trees on interior lots. The trees will need to be 2" Caliber and be in the Maple family or ornamental trees similar to the flowering pear and some shrubs must be planted within twelve (12) months from when the final inspection is completed.
- 3.7 All roofs must be of wood shake, or 30-year architectural heavy-duty asphalt roof or equivalent. Any metal or tile roof must be approved by the committee prior to construction.
- 3.8 Homeowner shall be responsible to maintain the grass in the planter strip between the city sidewalk and the curb, also sidewalks and gutters must be kept clean from dirt, weeds and snow during construction and after by owner. Grass and only grass will be allowed in the planter strip; landscaping bark, or concrete will not be permitted in the planter area between sidewalk and curb. Expansion board must be used between driveway and city sidewalk on both sides of drive approach between curb and gutter and city sidewalk.

#### 4 RESTRICTIONS ON USES:

- 4.1 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The processing of soil and rock on the subdivision property by the developed is part of the developing and process of preparing lots for market.
- 4.2 No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Storage sheds will be allowed according to the city codes and must follow the same color pattern as the residential home on the same building lot.
- 4.3 No animals, livestock of any kind shall be raised or kept on any lot, except that dogs, cats, and other domesticated household pets (pot-belly pigs are not considered a domesticated household pet) may be kept provided that they are not kept or maintained for any commercial purpose. Furthermore, all pets kept outside must be restrained in a humane and sanitary manner. Kennels runs and leash areas must be kept clean and sanitary and may not be located less than twenty (20) feet from any neighboring dwelling. If outdoor pets are not completely confined to a kennel, run or leash, the yard must be completely enclosed by a fence or wall. No pets may be kept in unreasonable numbers or allowed to run free in the neighborhood. The Committee may establish rules and restrictions from time to time concerning specific breeds or types of dogs or any other animal.
- 4.4 No automobiles, trucks, campers, trailer, boats, equipment, recreational vehicles, motor homes or other similar vehicles, shall be parked or stored on a public street or right-of-way for more than 48 consecutive hours. The intent of this provision is to keep the roadways open for daily traffic, and to avoid the unsafe and unsightly condition of vehicles parked on the street for long periods of time. The Committee may enforce this provision by first giving notice to the owner of the violation or where the owner is not readily available or ascertainable, by giving notice in the form of a written request placed on the vehicle(s) or equipment parked on the street in violation of this provision. Such vehicle or equipment may be towed away, at the owner's expense. No

vehicles or equipment may be kept or stored on any lot unless stored in a garage or on a parking stall (pad of concrete). Recreational vehicles must be parked on a concrete RV pad located on the side of the garage behind a fenced area.

- 4.5 Fences. No lot line fence over six (6) feet high will be allowed. Vinyl or block, pre-cast concrete fences are allowed. Wood fences will not be allowed. Fences will be the responsibility of all neighbors to work out together on colors and installation. All grades and drainage must be worked out between neighbors. If there are any problems between neighbors in deciding elevations, Steve Wilson will be the one that will give advice and guidance on what will need to be done and homeowners will abide by his decision. All grades will need to be considered and followed at the time of plan approval.
- 4.6 Swamp coolers will not be allowed.
- 4.7 Solar panels will be permitted on the side or rear facing roof lines. No Solar panels will be permitted on the front facing roof.
- 4.8 No short-wave radio antennas will be allowed. All T.V. antennas and vent pipes must be placed on the back or side of roof so that very little of the antenna can be seen from the street location. Large satellite antenna systems (dish) cannot be placed or installed in front or side yards. A small satellite dish should be sight obscured from the front street location as much as possible. All vent pipes extended from roof must be painted close to the color of roofing.
- 4.9 Not more than one (1) family unit will be maintained on each lot within the Subdivision; notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the CJS Property Holdings, LLC CCR'S Sunrise Ranch Plat 'D' Estates, Mapleton Utah lot owner in correlation with city codes.

## 5 SUNRISE RANCH PLAT D HOMEOWNERS ASSOCIATION, INC.

- 5.1 Organization of Association. The Sunrise Ranch Plat D Owners Association, Inc. shall be organized by the Grantor as a Utah non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, it's By-Laws and this Declaration. Neither said Articles nor said By- Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- 5.2 Members. Each Owner (including the Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association, and shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of void title to said Lot. Any attempt to make a prohibited transfer of a membership shall be

and shall not be reflected on the books of the Association.

- 5.3 Voting. Members shall be all Owners of Lots within the Subdivision, including Grantor, and shall be entitled to one (1) vote for each Lot owned.
- 5.4 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.
- 5.5 Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Utah subject only to such limitations as are expressly set forth in the Articles, the By-Laws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Association and the performance of other responsibilities including, but not limited to, the following:
- 5.51 Assessments. The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.
- 5.52 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Declaration or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- 5.53 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager.
- 5.54 Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act, error, or omission of the Association, the Board, its officers, a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.
- 5.55 Association Rules. The powers to adopt, amend, and repeal such rules and regulations (including appropriate fines for violations thereof) as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Areas and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Declaration. A copy of Association rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association rule or any

provision of the Articles, By- Laws or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

6. **Emergency Power.** The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.
7. **Licenses. Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, rights-of-way, or fee title in, on, through, under or of the Property as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:
  - 7.11 **Underground lines, cables, wires, conduits, and other devices** for the transmission of any utility or other service.
  - 7.12 **Public sewers, storm drains, water drains and pipes, water systems, sprinkling and irrigation water systems, water, heating and gas lines or pipes.**
  - 7.13 **Any similar public or quasi-public improvements or facilities including but not limited to parks, pathways, streets, nature trails, recreational facilities, pools, ponds, entrances, waterways, open spaces, clubhouses, game rooms, craft and handicraft facilities, greenhouses, hobby facilities and all other common amenities pertaining to the Development, providing that the particular feature or facility has been deeded by the Grantor to the Association.**
8. **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment, and accounting purposes.
9. **Fines.** The Board shall have the right to levy fines against Owners and Lots for violations of the provisions of this Declaration, the By- Laws, Supplementary Restrictions, or rules and regulations. The amount of the fines shall be determined by a Board and shall be published in a Schedule of Fines. The Board shall have the right to amend the Schedule of Fines from time to time as it sees fit. Fines shall be considered an assessment against the Lot and shall be collectible as an assessment.
10. **Duties of Association.** In addition to the powers delegated to it by the Articles, By-Laws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall conduct all business affairs of common interest to all Owners and perform each of the following duties:
  - 10.1 **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for the Subdivision, whether the same is located within or without the boundaries of the Subdivision.
  - 10.2 **Rule Making.** Make, establish, promulgate, amend and repeal Association rules.



- 10.3 Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Declaration.
- 10.4 Enforcement of Restrictions and Rules. Perform such other acts, whether expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.
- 10.5 Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed at the Associations annual meeting as follows:
  - 10.51 A pro forma operating statement (budget) for each fiscal year.
  - 10.52 Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

## 11 ASSESSMENTS

- 11.1 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges, including fines, made by the Association (collectively referred to as "Assessment").
- 11.2 All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment and/or fine becomes due and payable, provided, however, that all such assessments shall be junior and subordinate to the lien of a First Mortgage or First Deed of Trust encumbering the Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by abandonment of his Lot.
- 11.3 Regular Assessments. Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, administration and ACC activities, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewer charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s), and other expenses or obligations incurred or expected as they may be required by the Association in compliance with this Declaration.

- 11.4 The initial annual Regular Assessment for the calendar year during which the Grantor conveys fee title to a Lot to an owner shall be the amount of:  
\$50.00 per Lot per month pro-rata, when conveyed from the Grantor to an individual or Builder.
- 11.5 Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:
- 11.51 To defray, in whole or in part, the cost of any construction or reconstruction of Improvements, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Declaration.
- 11.52 To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.
- 11.6 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:
- 11.61 Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect any other portion of the Property, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.
- 11.62 Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the ACC Rules/ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Articles VIII and IX of this Amended and Restated Declaration.
- 11.63 Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.
- 11.7 Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence on the date the Grantor conveys title to the Lot, or Subdivided Lots, to an Owner. If the Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Grantor, such

excess amounts so paid shall constitute a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within the Subdivision; provided that unless such excess amounts so paid by the Grantor are paid pursuant to a written agreement with the Association to the contrary, the Grantor shall not be entitled to reimbursement in cash of any such Assessment credit nor shall such credit inure to an Owner purchasing a Lot from the Grantor, unless such person is the successor to substantially all of the interest of the Grantor in the Property. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot within a Subdivision in which the Grantor owns all the Lots.

- 11.8 Uniform Rate of Assessment. Except as expressly provided to the contrary in this Declaration, Regular and Special Assessments of the Association shall be filed at a uniform rate for all Lots.
- 11.9 Assessment Due Date. The due dates for Regular, Special and Limited Assessments and fines shall be the first day of each month, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.
- 11.10 Interest and Penalties. Any Regular, Special or Limited Assessment, or fines levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.
- 11.11 Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of such Association, a particular Owner is in default under the provisions of this Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge, nor to any architectural or structural warranty or representation. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications, and/or issuing an Estoppel Certificate, neither the Association, the Architectural Control Committee, the members thereof, nor their administrative assignees, assumes liability or responsibility thereof, nor for any defect in any structure constructed from such plans and specifications. The Association shall have the right to charge a reasonable fee for the certification herein provided.
- 11.12 Certificate of Compliance Upon Sale. At least fourteen (14) days prior to the sale or transfer of any Improvement or Lot, the Owner transferring such Improvement or Lot

(the Seller) shall notify the Architectural Control Committee (the Committee) in writing of the proposed sale or transfer and shall request the Committee to issue a Certificate of Compliance. The Committee shall within five (5) business days of its receipt of the request, inspect the Property and any improvements constructed erected, placed, or altered in compliance with the architectural control provisions. If the Committee finds the improvements on the Lot to be in compliance with the architectural control provisions, the Committee shall issue a Certificate of Compliance to the Seller within five (5) business days following the Committee's receipt of the written request for such certification. The purchaser or transferee of such Improvement or Lot shall be entitled to rely on this Certificate of Compliance as evidence of the non-existence of violations, except violations of which the purchaser has actual knowledge and notice at the time of acquisition of the Property.

If the Committee finds the Improvement to be in violation of the architectural control provisions, the Committee shall issue a Certificate of Non-Compliance to the owner of such Property within five (5) business days of the Committee's receipt of the written request for such certification. The Certificate of Non-Compliance shall, with particularity, describe the violation and action necessary to bring the Improvement or Lot into compliance. The seller shall then have ten (10) days or the date of the proposed sale or transfer of the Property to remedy the violation(s) and request a Certificate of Compliance from the Committee as provided herein.

If the Committee fails to issue either a Certificate of Compliance or Non-Compliance within this five (5) day period, the owner shall notify the Committee in writing of the Committee's failure to timely respond to the request for certification. The Committee shall then issue a Certificate of Compliance or Noncompliance within two (2) business days from the Committee's receipt of such notice. If the Committee fails to issue either a Certificate of Compliance or a Certificate of Non-Compliance within the time prescribed herein, certification shall be deemed given. If an Improvement or Lot is sold or transferred without compliance with the provisions of this Section, the purchaser shall be jointly and severally responsible with the seller for the violation(s) and shall be bound by any and all remedies available to the Association and/or the Committee for the violation(s), including but not limited to, the power to impose fines to require the owner to remedy violations, or to remedy violation(s) on the Association's or the Committee's own initiative and assess the costs thereof to the seller and/or the purchaser. Notwithstanding anything to the contrary contained herein, an Estate purchaser shall be jointly and severally responsible with the seller for any violation of applicable architectural control provisions of which the purchaser has actual notice at the time of the purchase. The Association may charge reasonable fees to cover the costs associated with the issuance of Certificates of Compliance or Noncompliance, or reinspection's to issue same.

## 12 ENFORCEMENT OF ASSESSMENTS

- 12.1 Right to Enforce. The right to collect and enforce payment of the Assessments, including fines, made by the Association (including the Assessments made and certified by a Sub-Association) is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms

and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

- 12.2 Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in the Subdivision pursuant to this Declaration, together with interest thereon and all cost of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees.

Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Utah County, Utah, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law.

- 12.3 Notice of Assessment. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Association shall prepare a written Notice of Assessment setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of noticing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Association, acknowledged by a Notary Public and recorded in the office of the Utah County Recorder. When a delinquent Assessment which is described in the Notice is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.
- 12.4 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Utah for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.
- 12.5 Suspension of Voting Rights. During any period in which a regular, special or limited assessment remains unpaid, the Owner's voting rights shall be suspended for any meeting of the Association, including Board meetings if the delinquent Owner is a Board member.
- 12.6 Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described

in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

- 12.7 Reporting. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:
  - 12.71 The name and address of said Mortgagee.
  - 12.72 A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision.
  - 12.73 The name and address of the Owner.
  - 12.74 The date the lien of the Mortgage was filed of record in Utah County, Utah, and the instrument number thereof.
  - 12.75 The maturity date of the obligation secured by said Mortgage lien.
  - 12.76 A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust.
  - 12.77 The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent the sum of \$25.00 as a reasonable charge for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section above. The charge for such notification shall be subject to change by the Board.

- 13 Term of Assessment. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Master Declaration or any applicable Supplemental Declaration shall expire and be of no further force or effect after a period of five (5) years from the later of (i) the date of said Assessment, or (ii) the date the last installment thereof is due and payable. Provided that the expiration of the lien as provided herein shall not release an Owner from the personal obligation to pay any Assessment.
- 14 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

15 ENFORCEMENT RIGHTS

- 15.1 If the owner of a lot in the Subdivision, or the owner's heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning a lot in the Subdivision, or the Architectural Control Committee may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent his/her or them from so doing and to recover damages caused by such violation, together with attorney's fees, and costs of court.

16 ARCHITECTURAL CONTROL COMMITTEE:

- 16.1 The initial Committee is composed of:  
Steve Wilson ([stevow57@msn.com](mailto:stevow57@msn.com))  
Steve Vincent ([stevev@utahproperties.com](mailto:stevev@utahproperties.com))
- 16.2 When all of the lots within the Subdivision have been sold by Developer, the structure of the Committee may be enlarged, at the discretion of the committee to include not less than three (3) no more than five (5) duly elected property owners. After all lots have been sold, at the discretion of the developer and property owners, they may comprise a committee to enforce the covenants if so desired.
- 16.3 Members of the Committee shall be elected to two-year term at the annual meeting of the property owners in the Sunrise Ranch Plat 'D' Estates, on a one vote/recorded lot basis. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the Committee may be removed and replaced upon a 75% approval vote of the property owners.
- 16.4 Committee members shall carry out their responsibilities hereunder in a reasonable manner; they shall incur no liability for costs or expenses arising out of the claims of any property owner(s).
- 16.5 Membership in the committee shall be limited to property owners only, if at least three property owners' consent to serve. In the event the property owners cannot fill at least three seats on the Committee, any property owner may nominate a non-property owner in the Subdivision and such individual (s) may be voted upon for membership on the Committee.

17 GENERAL PROVISIONS:

- 17.1 Except as otherwise provided, this Declaration can be amended at any time by a written instrument executed in recordable form by not less than 75% of the property owners within the Subdivision.
- 17.2 These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded. (Extension provisions cited in the preamble to these covenants.)
- 17.3 The builder will provide a copy of CCR's to those who purchase the home or building lot from them. When property owner re- sells the building lot or home, they must disclose the fact that the subdivision has recorded CCR 's for them to abide to.
- 17.4 These CCR 's are for the homeowner to use as a guideline to govern themselves in Maintaining their property in a neat and uniform manner.

State of Utah }  
 } SS  
County of Utah }

On this 6<sup>th</sup> Day of January 2021, before me, the undersigned Notary Public personal appeared Debra L. Wilson, President of Utah Aviation Services, Inc., Member of CJS Property Holdings LLC, and known to me to be a member or designated agent of the limited liability company that executed the DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, CONDITIONS AND RESTRICTION AFFECTING Sunrise Ranch Phase D SUBDIVISION, to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, CONDITIONS AND RESTRICTION AFFECTING Sunrise Ranch Phase D SUBDIVISION and in fact executed the DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, CONDITIONS AND RESTRICTION AFFECTING Sunrise Ranch Phase D SUBDIVISION on behalf of the limited liability company.

Debra L. Wilson, President  
Debra L. Wilson, President

By [Signature]

Residing at Spanish Fork, UT

Notary Public in and for the State of Utah

My Commission expires 4/12/24

