

When recorded return to:

Richard Thurston

40 W. 1250 N.

Logan, UT 84341

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
AND RESERVATION OF EASEMENTS  
FOR  
BEAR HOLLOW LAKES**

This Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for BEAR HOLLOW LAKES, is made and executed by LIQUID ASSETS H20, L.L.C., a Utah limited liability company (the "Declarant") and KOKOPELLI INVESTMENTS, LLC (Kokopelli). This project is not a cooperative.

**RECITALS:**

A Declarant is the owner along with Kokopelli of certain real property in Box Elder County, Utah, as set forth on Exhibit "A" hereto and as described on the face of the Plat for Bear Hollow Lakes recorded as Entry No. 309558 at Book 1171, Page 0672, of the records of the County Recorder, Box Elder County, Utah.

B. Declarant will develop the real property in accordance with this Declaration and applicable laws; and

C. The purpose of this Declaration is to: (i) protect and preserve the value and amenities of the individual Lots; (ii) protect and preserve the value and amenities of the entire project; and (iii) establish a homeowners association that will enforce the provisions of this Declaration and promote the welfare and safety of the Lot Owners.

**ARTICLE 1  
SUBMISSION**

The Declarant along with the Kokopelli, owners in fee simple of the Property particularly described in Exhibit "A" attached to this Declaration, located in Box Elder County, Utah, hereby submits the Property, together with the buildings and all improvements, easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the Property, to be known as Bear Hollow Lakes, to this Declaration and the protective easements, covenants, conditions and restrictions described herein.

## ARTICLE 2 DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

2.1 Act shall mean and refer to the Utah Community Association Act, U.C.A. §57-8a-101, et.seq as the same may be amended from time to time.

2.2 Architectural Review Committee ("ARC") means the person or persons appointed to review the Design Guidelines and proposed architecture, plans, specifications, designs, homes, fencing, landscaping, and other improvements within the Project.

2.3 Areas of Association Responsibility means and refers to (i) all Common Area, including the Improvements and landscaping situated thereon, (ii) any portion of the Improvements situated on a Lot which the Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration or the terms of another recorded document executed by the Association, and (iii) all real property, and the improvements situated thereon, within the Project located within dedicated rights-of-way with respect to which the State of Utah, Box Elder County has not accepted responsibility for the maintenance.

2.4 Articles of Incorporation means and refers to the Articles of Incorporation of the Bear Hollow Lakes Homeowners Association, Inc.

2.5 Assessment means and refers to any amount imposed upon, assessed or charged a Lot, Owner, Resident, or Member.

2.6 Association means and refers to Bear Hollow Lakes Homeowners Association, Inc.

2.7 Association Lien means and refers to any lien created and imposed by this Declaration.

2.8 Association Rules means and refers to rules and regulations regulating the use and enjoyment of the Property which may be adopted by the Board of Directors from time to time.

2.9 Beach Area means and refers to the beach portion of the Common Area and the back of the Lots.

2.10 BHR means and refers to Bear Hollow Ranch, L.L.C.

2.11 BHR Owner means and refers to a person or entity that holds an ownership interest in BHR.

2.12 Board of Directors means and refers to the governing board elected to direct the affairs of the Association.

2.13 Building means and refers to any of the structures constructed on the Property.

2.14 Business Use and Trade means and refers to any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore.

2.15 Bylaws means and refers to the Bylaws of the Association, a copy of which is attached to as Exhibit "B" and incorporated herein by this reference.

2.16 Capital Improvement means and refers to all new improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Property, as opposed to ordinary repair and maintenance.

2.17 Common Areas means and refers to all real property, together with all Improvements situated thereon, which the Association owns in fee or in which the Association has a leasehold interest. "Common Area" shall not include any real property, improvements or personal property acquired by the Association in lieu of foreclosure or trustee's sale or through attachment, foreclosure, Sheriff's sale, Trustee's sale, tax sale, redemption or any other judicial, quasi-judicial, bankruptcy or regulatory action.

2.18 Common Expense means and refers to expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

2.19 Declaration means and refers to this Declaration of Covenants, Conditions and Restrictions for Bear Hollow Lakes.

2.20 Design Guidelines means and refers to the outline of acceptable construction standards and specifications (including, without limitation, acceptable exterior materials and/or finishes and landscaping) promulgated from time to time, to act as guidelines for acceptable improvements to Lots. The initial Design Guidelines are as set forth in Exhibit C hereto and are incorporated herein by reference.

2.21 Designated Member means and refers to the natural person, designated by the Owner(s) of a Lot to exercise and possess the rights of an Owner, including, but not limited to the right to use the Lake and Lake Amenities. Any other Owner(s) of a Lot shall be considered Guests for purposes of using the Lake and Lake Amenities and shall have no right to vote or otherwise act as a Member of the Association. The Owner(s) shall identify the original Designated Member within thirty (30) days of the Owner(s) taking title to the Lot. The Designated Member may thereafter be changed once and only once each calendar year on or

before January 31 of that year. **The Designated member must be an immediate family member of the Owner and reside with the Owner, unless an exception is made by a majority vote of the Association Members. A designated member may be removed by a majority vote of Association Members.**

2.22 **Dock and/or Common Dock** means and refers to the common dock constructed or to be constructed on the Property.

2.23 **Dwelling Unit** means and refers to a residence, house, living unit or dwelling located on a Lot.

2.24 **Eligible Insurer** means and refers to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

2.25 **Eligible Mortgage Holder, Insurer or Governmental Guarantor** means a First Mortgagee, insurer or governmental guarantor who has requested notice of certain matters from the Association in accordance with Article 12 of this Declaration.

2.26 **Eligible Votes** means and refers to those votes available to be cast on any issue before the Association. The right to vote, which is for any reason suspended, is not an "eligible vote".

2.27 **Family** means and refers to any Designated Member and his/her spouse and any child of either of them residing with them in a common residence and claimed as a dependent on the Designated Member's tax return or that of his/her spouse.

2.28 **First Mortgage** means any mortgage or deed of trust on a Lot which has priority over all other mortgages and deeds of trust on the same Lot.

2.29 **First Mortgagee** means the holder or beneficiary of any First Mortgage.

2.30 **Final Plat or Plat** means and refers to the Final Plat of Bear Hollow Lakes recorded as Entry No. \_\_\_\_\_ at Book \_\_\_\_\_, Page \_\_\_\_\_, of the records of the County Recorder, Box Elder County, Utah., as amended or supplemented from time to time.

2.31 **Guest** means and refers to a visitor, guest, invitee, or any other person whose presence within the Common Area is approved by or is at the request of a particular Permitted User.

2.32 **Individual Charges** means and refers to a charge levied by the Board of Directors against an Owner or Permitted User for all expenses resulting from the act or omission of such Owner or Permitted User, excepting the Owner's failure to pay any Assessment.

2.33 **Kokopelli** means and refers to Kokopelli Investments, LLC.

2.34 Lake means and refers to the Bear Hollow Lake # 1 with Beach Area located within the Common Area as shown on the Final Plat.

2.35 Lake Amenities means and refers to the Lake, Common Dock, and other physical improvements and recreational amenities servicing the Lake.

2.36 Land means and refers to all of the real property subject to this Declaration.

2.37 Lessee means and refers to a third-party lessee, sublessee, tenant or subtenant under a lease, oral or written, of any Lot. As used herein a "third party" is any Person who is not an Owner.

2.38 Lot means and refers to each parcel of real property designated as a lot on the Final Plat and, where the context indicates or requires, shall include any Dwelling Unit, building, structure or other Improvements situated on the Lot and intended exclusively for the benefit of the Lot Owner.

2.39 Lot Number means and refers to the numbers designating a particular Lot.

2.40 Lot Owner or Owner means and refers to the person who is the owner shown of record in the office of the County Recorder of Box Elder County, Utah, of a fee or an undivided fee interest in a Lot. The term Lot Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

2.41 Manager means and refers to the person appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.

2.42 Mortgagee means and refers to a mortgagee under a mortgage or a beneficiary under a deed of trust on any Lot, but shall not mean or refer to a seller under an executor contract of sale.

2.43 Period of Administrative Control means and refers to a period of time commencing on the date this Declaration is recorded and terminating not less than 60 days from and after the happening of these events, whichever occurs earlier: (1) 17 of the lots are conveyed by Declarant; (2) the sale or conveyance by Declarant of Liquid Assets H2O, Kokopelli Investments, LLC, or Bear Hollow Ranch, LLC; or (3) 12 years from the date the Declaration was recorded.

2.44 Permitted User means and refers to: (1) a BHR Owner and his/her family; (2) S. Craig Adams, Alicia Adams, Aubree Adams, Joshua Adams, Jacob Adams, Emily Adams, Stephen Adams, Marsha Adams; (3) Use Licensee of Declarant and/or Kokopelli and (4) a Designated Member and his/her family.

2.45 Person means and refers to a natural person, corporation, partnership, trust,

limited liability company, or other legal entity.

2.46 Project means and refers to the Bear Hollow Lakes development

2.47 Project Documents means and refers to the Declaration, Bylaws, Rules and Regulations, Articles of Incorporation, and Architectural Design Guidelines.

2.48 Property means and refers to all of the land or real estate, improvements and appurtenances submitted to this Declaration.

2.49 Recreational, Oversized or Commercial Vehicle means and refers to any recreational, commercial, or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

2.50 Resident means and refers to any person living or staying in a Dwelling Unit.

2.51 Rotation means and refers to the system of rotating use of the Lake established from time to time by the Board of Directors.

2.52 Rules and Regulations or Rules means and refers to the rules and regulations of the Association as may be adopted by the Board from time to time pursuant to this Declaration.

2.53 Visible from a Neighboring Lot or Property means with respect to any object, that such object is or would be visible to an individual 6' tall, standing at ground level on any portion of the neighboring property.

2.54 View Corridor means any portion of a Lot that is within 35 feet of the high water mark of Bear Hollow Lake #1.

2.55 Walking Area means and refers to the walking area as shown on the Plat.

### ARTICLE 3 PLAN OF DEVELOPMENT

3.1 Property Subject to the Declaration. This Declaration is being recorded to establish a general plan for the development and use of the Project and in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each Person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, obligations, limitations, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for

the development and use of the Property and hereby evidences his or its intent that all the provisions, obligations, limitations, restrictions, covenants, conditions, rules, and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof.

Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, restrictive and enforceable by the Association and all Owners.

Declarant, Kokopelli, their respective successors, assigns and grantees, covenant and agree that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

32 Disclaimer of Representations. Declarant makes no representations or warranties whatsoever that (i) the Project will be completed in accordance with the plans of the Project as they exist on the day this Declaration is recorded; (ii) any property subject to this Declaration will be committed to or developed for any use; or (iii) the use of any Property subject to this Declaration will not be changed in the future.

#### **ARTICLE 4 OWNERSHIP AND USE RESTRICTIONS**

4.0 Limitations on Ownership. Each lot and dwelling may be owned by only one single family. This restriction shall apply to, but is not limited to: siblings, cousins, aunts, uncles, parents, etc. Lots and dwellings may not be owned by more than one single family at a time and may not be owned by an LLC or any other corporation or business entity, with the exception of a Trust used exclusively for estate planning purposes. The ownership of lots and dwellings of any business of any type is prohibited, as is the use of lots or common areas for corporate retreats or any other business purpose. It is the intent of the Association and the Lot Owners to create Rules and Policies that assure that ownership and corresponding use of Common Areas, including the Lake, is restricted exclusively to single family usage and that multiple families, whether related or not, or businesses of any type are not allowed to own a lot or dwelling.

4.1 Residential Use. Lots shall be used, improved and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on any Lot or in or from any Lot or Dwelling Unit, except that an Owner or other Resident of a Dwelling Unit may conduct a business activity within a Dwelling Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the business activity conforms to all applicable zoning ordinances; and (iii) the business activity is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Project, as may be determined from time to time in the sole discretion of the Board.

4.2 Garages. Each Owner shall keep his garage area in a neat and orderly condition with any storage areas completed enclosed. Garage doors shall be kept closed when not in

use.

4.3 Burning. There shall be no exterior fires whatsoever except those located only upon Lots and contained within receptacles designed for such purpose and as approved by the Architectural Review Committee. No Owner or resident shall permit any condition to exist on his Lot, including, without limitation, trash piles, or weeds, which create a fire hazard or is in violation of local fire regulations.

4.4 Trash: Storage of Materials. All garbage and trash shall be regularly removed from the Lot, and shall not be allowed to accumulate thereon. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring Lot except for a reasonable time prior to or after collection. All woodpiles or storage piles shall be kept screened and concealed from view of other Lots; streets and Common Areas. Garbage and trash shall be placed for pick up as required by any Rules.

4.5 Satellite Dishes and Antenna. Satellite dishes, aerials, antenna, or systems may only be installed in accordance with FCC regulations taking into consideration the written guidelines established by the Board of Directors.

4.6 Window Coverings. Front Windows shall not be painted or covered by foil, cardboard or similar materials. All window coverings visible from the Common Area shall be of a material, design and color which, in the opinion of the Board, is compatible with the exterior design and coloration of adjacent portions of the Project.

4.7 Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from any street or neighboring Lot. Further, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other visible exterior area.

4.8 Car or Boat Maintenance. No car or boat maintenance of any nature shall be permitted on a Lot without the prior written approval of the Board.

4.9 Drainage. No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Project without the approval of the Board.

4.10 Accessory Buildings. No detached accessory buildings or sheds may be erected and maintained on any lot unless they are constructed of the same material and of the same type of architectural design as the residential improvement. No detached accessory building or shed may be larger or higher than may be specific from time to time in the Design Guidelines. The ARC must approve all storage sheds for location and construction.

4.11 Private Docks. Private Docks are only allowed upon approval of the ARC



and Board. No skiing is allowed from any Private Dock.

4.12 Buoys and other Devices in the Lakes. Installation of anchor buoys and other floating markers or devices is permitted only when approved by the Board.

4.13 Swings and Jungle Gyms. Swings and Jungle Gyms and the location of the same must be approved by the ARC.

4.14 Air Conditioning Units; Pool Equipment. All air conditioning (including heating) units shall be located on the ground and no rooftop units shall be permitted. All air conditioning units, pool or spa pumps or motors, pool equipment and similar items shall be screened in a manner approved in advance by the ARC.

4.15 Radios and Other Speakers. No radio, television or other speakers or amplifiers shall be installed or operated on any Lot so as to be audible on other Lots or the Common Area. Small radios may be permitted in the Beach Area to the extent and in strict conformance with the Rules and Regulations.

4.16 Sanitary Facilities. None of the Lots shall be used for residential purposes prior to the installation thereon of water-flushed toilets and all bathrooms, toilets sanitary conveniences, which shall be located inside the Unit.

4.17 Fuel Storage. No gasoline, diesel fuel or other vehicle or boat fuel shall be stored or located on any Lot, excepting only standard gas cans for personal use, and in the standard fuel tank of any vehicle or boat and any community fuel tank managed by the Association.

4.18 Nuisance. It shall be the responsibility of each Owner to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following: (a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Lot or the Common Areas; (b) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their Guests or Permittees; (c) Unreasonable amounts of noise or traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m. during the week and midnight and 7:00 a.m. during weekends. Noise generated from boats is not considered unreasonable in a development of this nature. It is expected that boat noise may be present both before 7:00 a.m. and after 10:00 p.m.; (d) **Lighting of Lake 1 or 2 is not considered unreasonable or a nuisance and may be present between the hours of 6:00am and 11:59pm;** and (e) Drug houses and drug dealing; the unlawful sale, manufacture, service, storage, distribution, dispensing or acquisition occurs of any controlled substance; gambling, criminal activity; parties which occur frequently which bother, annoy or disturb other reasonable residents or interfere with their quiet and peaceful enjoyment of the premises; prostitution; or other violation of U.C.A.

Section 78B-6-1107 as amended or supplemented.

4.19 Subdivision of a Lot. No Lot or Membership may be subdivided.

4.20 No Severance. The elements of a Lot and other rights appurtenant to the ownership of a Lot, including interest in Common Areas and Facilities and Limited Common Areas and Facilities, if any, are inseparable, and each Owner agrees that he or she shall not, while this Declaration is in effect, make any conveyance of less than an entire Lot and such appurtenances. Any conveyance made in contravention of this subsection, including under any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) shall be void.)

4.21 Temporary Structures. Tents, campers, camper-trailers, and any other mobile or temporary shelter or structure are allowed on a Lot for up to forty-eight (48) hours and then must be removed for a minimum of 5 days unless an extended stay permit is obtained from the ARC. No trailer, incomplete building, tent, shack, garage, or temporary buildings or structures of any kind, shall be used at any time for a residence.

4.22 Trees, Shrubs, and Bushes: Maintenance of Proper Sight Distance at Intersections. All property located at or near driveways, entrances, exists, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the Common Areas without the prior written consent of the Board of Directors. The Board of Directors may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.

4.23 Storage and Parking of Vehicles. Storage and parking of vehicles shall be in accordance with any Rules adopted by the Board of Directors from time to time. There shall be no parking on any streets in the Project and no motor vehicle or trailer may be parked or stationed in such a manner so as to create a potentially dangerous situation.

4.24 Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two (2) domestic pets per Lot are allowed. All pets must be properly licensed and registered with the appropriate governmental agency, abide by all pet rules and regulations adopted by the Board of Directors from time to time. Pets may not create a nuisance. Pets must be on a leash at all times when in the Common Areas. Pets shall not be left unattended in the Common Areas. The following acts of animals may constitute a nuisance: (a) damage to the property of anyone other than its owner; (b) unreasonable fouling of the air by odors; (c) unsanitary conditions; (d) defecation on any common area and the feces are not immediately cleaned up by the responsible party; (e) barking, whining or howling, or other disturbing noises in an excessive, continuous or untimely fashion; or (f) molesting or harassing passersby by lunging at them or chasing passing vehicles.

4.25 Insurance. Nothing shall be done or kept in, on or about any Lot or in the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the

Association but for such activity, would pay.

4.26 Laws. Nothing shall be done or kept in, on or about any Lot or Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

4.27 Damage or Waste. No damage to, or waste of, the Common Areas shall be committed by any Owner or Resident, their Guests or invitees; and each Owner and Resident shall indemnify and hold the Board of Directors and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by that Owner or Resident, their Guests or invitees.

4.28 Structural Alterations. Except in the case of an emergency repair, no structural alterations, plumbing, electrical or similar work within the Common Areas of Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Board of Directors.

4.29 Chimes and Musical Sound Makers. Chimes, dream catchers, bells, tubes or other objects hung outside the Dwelling Unit which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited.

4.30 Fences. No fence, wall, or hedge higher than six (6) feet shall be erected or maintained on any Lot. The style and location of all fences must conform with the Design Guidelines and be approved in advance by the ARC.

4.31 Leasing of Lots. The leasing and renting of a Lot and/or Dwelling Units is subject to Rules adopted by the Board of Directors from time to time. "For Rent" and "For Lease" signs are prohibited. The Association may also require that Owners use lease forms or addenda approved by the Association (or include specific terms in their leases); and the Association may impose a review or administration fee on the lease of any Lot. Owner(s) shall notify the Association of the name and contact information for any Tenant residing in the Dwelling Unit. **Should a lot owner elect to rent their lot or dwelling, they may only rent or lease to one single family. Simultaneously renting to more than one family or to any business or corporate entity of any kind is not permitted. Use of the common areas, including the lake, by the renter / tenant shall be subject to any Rules created by the Board and shall be limited by all other relevant sections of these Covenants, including but not limited to Section 2.21 and 2.44. If a Lot Owner who owns multiple lots, rents a lot for any reason, they will be responsible to pay the full amount of HOA dues and assessments on said Lot. All short term vacation rentals within the Association are excluded and prohibited. Short term vacation rentals shall be considered any lease or rental agreement or arrangement that is less than thirty (30) days in duration. An exception to the prohibition on short term vacation rentals can be made by a majority vote of the Lot Owners.**

4.32 Walking Area. The Walking Area may not be blocked by any means, natural or artificial, including by way of illustration but not limitation a fence or gate.

**ARTICLE 5**  
**ARCHITECTURAL REVIEW, BUILDING AND CONSTRUCTION**

5.1 Designs, Plans and Specifications. Prior to commencing work on any improvement or alteration, architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures, improvements, or alterations shall be submitted to the ARC for review and approval in the form required by the ARC. Designs submitted for approval shall be limited to those prepared by architects or by qualified designers of outstanding ability whose previous work may be reviewed as a part of the approval process. The ARC must stamp all proposed plans and specifications to construct or remodel a Dwelling Unit or Lot "approved and in compliance with the Declaration and Design Guidelines" before presenting such plans and specifications to the County for the issuance of a building permit.

5.2 Composition of Architectural Review Committee. The ARC shall be comprised of between one (1) and three (3) natural persons one of whom shall be appointed by BHR. Until the termination of the Period of Administrative Control, the other two members of the ARC shall be selected by the Declarant, thereafter the other two members shall be appointed by the Board.

5.3 Design Guidelines. The initial Design Guidelines are as set forth on Exhibit "C" hereto. The Declarant shall have sole and full authority to change, amend, and supplement the Design Guidelines during the Period of Administrative Control. Thereafter, the Design Guidelines may be amended from time to time by the Board.

5.4 Compliance. All exterior materials, architectural designs, plans, foundation location, specifications, structures, fencing, landscaping and other improvements within the Project, including by way of illustration but not limitation, original construction and all subsequent structural alterations, and changes or modifications, must be reviewed and approved in writing by the ARC. All plans, specifications and construction must satisfy the requirements of this Declaration, the Design Guidelines and all applicable zoning ordinances.

5.5 Review Considerations Generally. In reviewing each submission, the Architectural Review Committee may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things. Decisions of the ARC may be based on purely aesthetic considerations.

5.6 Permits and Inspections. All required building permits and inspections must be obtained by the Owner of the property.

5.7 Fees. The Owner of the property shall pay all required fees, including, but not limited to any review fee imposed by the Board.

5.8 No Waiver of Future Approvals. The approval of the ARC of any proposals or

plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

5.9 Variance. The Board, in its sole and absolute discretion, may authorize variances from compliance with any of the Design Guidelines.

5.10 Limitation of Liability. The Declarant, ARC, Board, Association, and/or any of their employees, agents, representatives or consultants shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. Each Owner agrees to and shall defend, indemnify, save and hold the Declarant, ARC, Board, Association and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

5.11 Enforcement of Design Guidelines. Any construction, alteration, or other work done in violation of this Declaration shall be considered to be non-conforming. Upon written request from the Board an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot is subject and shall be secured by the Association Lien.

5.12 Inspection. The Architectural Review Committee, or any authorized representative shall have the right during normal business hours, after forth-eight (48) hours notice to the Owner thereof, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with this Declaration and the Design Guidelines.

## **ARTICLE 6 MAINTENANCE**

6.1 Areas of Association Responsibility. The Association, or its duly delegated representative, shall manage, maintain, repair and replace the (i) Common Area, and all Improvements located thereon, and (ii) all Association Property. The Board shall be the sole judge as to the appropriate maintenance of all Areas of Association Responsibility and other

properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

6.2 Lots. Each Owner shall be responsible for maintaining his or her Lot. Each Owner shall be responsible for maintaining, repairing or replacing all buildings, Residential Units, landscaping or other Improvements situated on his or her Lot. All buildings, Residential Units, landscaping and other Improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a Lot that are the responsibility of the Owner thereof shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Architectural Committee. No yard equipment, wood piles or storage area may be maintained so as to be visible from neighboring property or streets.

6.3 Irrigation Water, Pump Station and Water for Lake 1. The Association shall lease water rights and/or shares sufficient for irrigation of the common areas. The Association shall be a member of an entity with certain adjoining landowners for the use and maintenance of a pump station. Kokopelli shall, at no cost and for a period of 99 years, make available to the Association any and all water available through the Bear River Water right currently owned by Kokopelli, described as water right #29-1589, for the purpose of filling and maintaining Lake 1. During said 99 year period, Kokopelli (and all of its successors and assigns), unless for reasons beyond their control, shall maintain adequate ownership in the previously described water share to provide enough water to fill and maintain lake 1 at no cost to the Association.

6.4 Culinary Water. Culinary Water can be obtained by each Lot Owner through purchase of a culinary water share from UKON Water. All costs of acquisition, maintenance, accessibility, repair and service associated with UKON shall be the sole responsibility of each Lot Owner.

6.5 Assessment of Certain Costs of Maintenance and Repair. In the event that the need for maintenance or repair of an Area of Association Responsibility is caused through the willful or negligent act of any Owner, Family, Lessee, Guests or Invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Member and the Member's Lot is subject and shall be secured by the Association Lien. Any charges or fees to be paid by the Owner of a Lot pursuant to this Section in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall also become a part of such Assessment and shall be secured by the Association Lien.

6.6 Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event the Owner of any Lot is failing to perform any of its

obligations under the Project Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot is subject and shall be secured by the Association Lien.

6.7 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Declarant nor the Association shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

## **ARTICLE 7 LAKE AND COMMON AREAS**

7.1 Permitted Users. Except as hereinafter set forth, the Common Areas, Lake and/or Lake Amenities may be used only by Permitted Users and their Guests. So long as Kokopelli or Declarant own any Lot they may, but shall not be required to, license their rights as an Owner in said Lot to use of the Lake and Lake Amenities to any person or entity, except that they may not license their rights to the use of the Lake for any commercial activity.

7.2 Reasonable Charge. The Board of Directors may charge a reasonable fee, and may require a reasonable deposit for use of the Common Areas, Lake and/or Lake Amenities. Said fees and/or charges shall be added to and become a part of the Assessment to which the Owner and the Owner's Lot is subject and shall be secured by the Association Lien.

7.3 Association Boat. The Association may from time to time own a boat and make the same available to Members. Use of the boat and any associated fees and/or costs shall be as set forth in the Rules established by the Board. Any fees and/or charges shall be added to and become a part of the Assessment to which the Owner and the Owner's Lot is subject and shall be secured by the Association Lien.

7.4 Use Restrictions. Guests are permitted so long as the guest is in the presence and under the control and supervision of a Permitted User, who shall be responsible for the safe, proper, and reasonable operations of the boat and water skiing activities therefrom, and for the conduct of all persons in the boat. The Association may (but shall not be obligated to) require proof of insurance and/or evidence of driving and/or other operating ability, as the Association deems appropriate prior to permitting an individual to operate a boat on the Lake. A boat that is not owned by the Association may be used only if liability insurance exists in an amount set forth from time to time by the Rules and names the Association, BHR and Kokopelli

as additional insureds and the use of any boat in either Lake not owned by the Association must be approved by the Declarant, during the period of Administrative Control, and thereafter by unanimous vote of the Board of Directors. Proof of insurance must be provided at least annually. Good judgment and common practice standards in the utilization of safety equipment (i.e. life vests, helmets, etc.) is expected by anyone in and around the lake and lake amenities.

7.5 Rotations. A Permitted User must be physically present at the Lake for his/her Guests to use a Rotation. The failure to be present shall be considered a material violation of the Declaration and may subject the Permitted User to a sanction and fine in accordance with the Rules, including the suspension of the right to use the Lake. Rotation schedules shall be as established from time to time by the Board of Directors. Rotation schedules shall be subject to change for any reason, including, but not limited to water ski tournaments.

7.6 Tournaments. The Association and BHR shall have the right to use the Common Area for promotional ski tournaments and events on Bear Hollow Lake #1 and /or Bear Hollow Lake #2. Use of Bear Hollow Lake #2 by the Association shall be with the permission of BHR only. For such purposes, the Association and/or BHR shall have the right to sell sponsorships, charge fees and admission and to retain the same.

7.7 Risks Associated with Lake. Each Owner, each Lessee, and each person using and/or entering the Property, including any trespassers, acknowledges and assumes the risk of the inherent and unavoidable potential dangers and hazards, including bodily injury, death or property damage, whether caused by accident, negligence, or lack of due care, of (1) entering land with a Lake, Lake Amenities and other improvements, (2) purchasing, owning, leasing, or using land adjacent to a Lake, Lake Amenity, an unfenced body of water, (3) the sport of water skiing and wake boarding or other water recreational activities which will frequently occur on the Property and (4) the operation of motorized water craft in such lake. Each Permitted User, their guests and invitees shall execute such waiver or releases of claims, hold harmless agreements or acknowledgements as the Association may require from time to time as a condition to use the Lake or other portion of the Common Area. The Association will not employ or otherwise have available lifeguards, monitors, supervisors or other persons to monitor or supervise use of the Lake, the activities of persons on or at the Lake or the safety of any person. No act or omission of the Association shall create any responsibility or obligation of the Association, the Board, the Officers of the Association or the members to monitor or supervise the Lake or Common Area use.

7.8 Risk of Flooding. Each owner purchasing a Lot acknowledges the possibility of water from the lake and/or river rising onto the Beach Area or other area of the Lots and beyond because of unusually heavy rain, mechanical problems with the system providing water to the Lake or other causes, including but not limited to, erosion, and neither Declarant, Box Elder County, the Association, the Board, the Committee or any officer or director of the Association shall be responsible therefore or for any damage resulting therefrom, and each Owner assumes the risk thereof. Each Owner, in designing and building their Unit and other improvements on their Lot, shall appropriately evaluate and otherwise protect the Unit and such improvements, as the Owner deems appropriate.



7.9 Provisions Restricting Delegation of Use. The use of the Common Area Improvements is limited to Permitted Users and their Guests, subject to the Rules adopted by the Board of Directors, which are subject to change.

7.10 Lake No. 2. Lake No. 2 is not part of the Common Areas and any use of Lake No. 2 is by permission of BHR only and subject to any restrictions imposed by BHR from time to time.

## **ARTICLE 8 EASEMENTS AND RIGHTS-OF-WAY**

### **8.1 Owners' Easements of Enjoyment.**

a. Every Owner, Lessee and Permitted User shall have a right and easement of enjoyment in and to the Common Area which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: (i) The right of the Association to dedicate, convey, transfer or encumber the Common Area as provided in this Declaration; (ii) The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit access to such portions of the Common Area, such as landscaped areas, not intended for use; and (iii) The right of the Association to suspend the right of an Owner or Lessee and such Owner's or Lessee's family, tenants and guests to use the Common Area as otherwise provided herein.

b. Every Permitted User shall have a right and easement of enjoyment to use for boating and other permitted purposes Bear Hollow Lake #1 to its high water mark under such Rules as may from time to time be reasonably established by the Board.

c. If a Lot is leased or rented by the Owner thereof, the Lessee and the members of his family residing with such Lessee may be considered the Designated Member for purposes of use of the Lake and other Common Areas during the term of the lease if the Owner makes such designation with the Association pursuant to the terms of this Declaration. In such instance the Owner may reserve all voting rights.

8.2 Road and Utility Easement. There is hereby created as set forth on the Plat an easement upon, across, over and under the Common Area and the Lots for reasonable ingress, egress, installation, replacing, repairing or maintaining of all roads, trails and utilities, including, but not limited to, gas, water, sewer/septic, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Area or Lots but no sewers, electrical lines, waterlines, or other utility or service lines may be installed or located on the Common Area or Lots except as initially designed, approved and constructed or as approved by the Board. No building or other permanent structure shall be erected or maintained on any part of any area indicated on the Plat as an easement.

8.3 Declarant's Use for Sales and Leasing Purposes. Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Area while the Declarant is selling Lots. Declarant reserves the right to place models, management offices and sales and leasing offices on any Lots owned by Declarant and on any portion of the Common Area in such number, of such size and in such locations as Declarant deems appropriate.

8.4 Declarant's Easements.

a. Declarant shall have the right and an easement on and over the Areas of Association Responsibility to construct all Improvements the Declarant may deem necessary and to use the Areas of Association Responsibility and any Lots and other property owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Project.

b. The Declarant shall have the right and an easement upon, over, and through the Areas of Association Responsibility as may be reasonably necessary for the purpose of discharging its obligations and exercising the rights granted to or reserved by the Declarant by this Declaration.

8.5 Easement in Favor of Association. The Lots are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

a. For inspection of the Lots in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible;

b. For inspection, maintenance, repair and replacement of the Areas of Association Responsibility accessible only from such Lots;

c. For correction of emergency conditions in one or more Lots;

d. For the purpose of enabling the Association, the Board, the Architectural Committee or any other committees appointed by the Board to exercise and discharge their respective rights, powers and duties under the Project Documents;

e. For inspection of the Lots (i) in order to verify that the provisions of the Project Documents are being complied with by the Owners, their guests, tenants, invitees and the other occupants of the Lot, or (ii) to satisfy the disclosure requirements, if any, of applicable law.

8.6 Joint or Common Utility Easements with Neighboring Subdivisions or

Developments. The Declarant for itself and/or its successors in interest (including but not limited to the Association), hereby reserves the irrevocable and exclusive right, without any additional consent required, to enter into easement agreements with or to convey to owners or Declarant of adjoining subdivisions, projects or developments any and all reasonable and necessary utility easements or rights-of-way for access, ingress, egress, transportation, cable, utilities, gas, water, power, sewer, storm drain systems, and so forth under, over, across or through the Project.

**ARTICLE 9  
THE ASSOCIATION; ORGANIZATION;  
MEMBERSHIP AND VOTING RIGHTS**

9.1 Formation of Association. The Association shall be a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. In the event of any conflict or inconsistency between this Declaration and the Articles, Bylaws or Association Rules, this Declaration shall control.

9.2 Board of Directors and Officers. A Board of Directors consisting of five (5) Directors as more fully set forth in the Articles of Incorporation and Bylaws shall direct the affairs of the Association. During the Period of Administrative Control, the Declarant shall be entitled to appoint three (3) of the Directors. So long as it owns any Lot in addition to all other voting rights, Kokopelli shall be entitled to appoint one (1) Director. In addition to all other voting rights BHR shall be entitled to appoint one (1) Director. This sub-paragraph may not be amended without the consent of BHR.

9.3 Officers and Agents. The Board of Directors shall elect and/or appoint officers and agents of the Association, including without limitation a President, Vice-President, Secretary, and Treasurer.

9.4 The Association Rules. The Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations pertaining to (i) all aspects of the Association's rights, activities and duties, (ii) the management, operation and use of the areas of association responsibility, or (iii) any other subject within the jurisdiction of the Association. Except as limited herein, the Association Rules may be adopted, amended and repealed by a majority of the members of the Board. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail.

9.5 Personal Liability. No member of the Board or of any committee of the Association, no officer of the Association, and no manager or other employee of the Association shall be personally liable to any Member, or to any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the manager any representative or

employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitation set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

9.6 **Implied Rights.** The Association may exercise any right or privilege given to the Association expressly by the Project Documents or Statute and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Project Documents or Statute or reasonably necessary to effectuate any such right or privilege.

9.7 **Membership in the Association.** Each Lot Owner and BHR shall be a Member of the Association. Without a vote of 100% of the Association Members, there shall never be more than 20 Members of the Association, this number representing 19 individual lot owners and 1 HOA membership owned by BHR. The reason for this limitation is to assure that each lotowner is purchasing a 1/20<sup>th</sup> right of access to Lake 1 and that said share shall never be diminished without a 100% vote of all Association Members. Membership in the Association by Lot Owners is mandatory. Membership, including the right to use the Common Area, Lake, Lake Amenities and related recreational improvements may not be partitioned from the ownership of a Lot, except that BHR shall not be required to own a lot. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

9.8 **Classes of Members.** The Association shall have three (3) classes of membership, to-wit:

- a. **Class A.** Class A members shall be all Owners, with the exception of the Declarant and Kokopelli. Each Class A member shall be entitled to one (1) vote for each Lot owned.
- b. **Class B.** The Class B members shall be the Declarant and Kokopelli. The Class B members shall be entitled to three (3) votes for each Lot owned.
- c. **Class C.** The Class C member shall be BHR. In addition to any other votes, the Class C member shall be entitled to three (3) votes.

9.9 **Voting Procedures.** No change in the ownership of a Lot shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that a Lot is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Designated Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one

vote is cast by a Class A Member for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void.

9.10 Voting By Mail, Etc. Unless the project documents require otherwise, when directors are to be elected or any other matter is submitted to a vote of the members, such vote may be conducted by mail, email or as provided in the Bylaws or as determined by the Board.

9.11 Transfer of Membership. The rights and obligations of any Member may not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership to the Lot. A transfer of ownership to a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer the Membership appurtenant to said Lot to the new Owner thereof. Each Purchaser of a Lot shall be subject to all of the terms, conditions and obligations set forth in this Declaration upon becoming the Owner of a Lot.

9.12 Suspension of Voting Rights. If a Class A Member otherwise entitled to vote is delinquent in the payment of periodic or special assessments, fines, penalties, interest, late charges, transfer fees, refinance fees, costs of collection, lien fees, attorneys' fees or other monies owed to the Association or is not in compliance with the terms of the Project Documents, such Owner's right to vote shall be suspended until the delinquency, breach or violation is paid in full, cured or corrected.

9.13 Action Requiring Consent. Notwithstanding the ability of the Board of Directors to make certain decisions as set forth herein, the consent of 100% of the Association Members shall be sufficient and necessary to do the following:

- a. Allow for more than twenty (20) Association Memberships;
- b. Transfer all or substantially all Association assets;
- c. File a certificate of dissolution;
- d. Permanently remove the slalom course from Lake 1;
- e. Discontinue the use or availability of a ski boat for Association Members.

ARTICLE 10  
COVENANT FOR ASSESSMENTS, FEES, CHARGES, FINES  
AND PENALTIES AND CREATION OF LIEN THEREFOR

10.1 Creation of Association Lien and Personal Obligation for Assessments, Fees, Charges, Fines and Penalties. The Declarant and Kokopelli, for each Lot owned, and each

Owner, by becoming the Owner of a Lot, is deemed to covenant and agree to pay Assessments, fees, charges, fines and penalties to the Association in accordance with this Declaration. Said covenant is appurtenant to and runs with the land. All Assessments, fees, charges, fines and penalties shall be established and collected as provided in this Declaration. The Assessments, fees, charges, fines and penalties, together with interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment, fee, charge, fine or penalty is levied or made.

Recording of this Declaration constitutes record notice and perfection of the lien established hereby. Each Assessment, fee, charge, fine and penalty, together with interest and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in enforcing the Project Documents and collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment, fee, charge, fine or penalty became due. The personal obligation for delinquent Assessments, fees, charges, fines or penalties shall not pass to the successors in title of the Owner unless expressly assumed by them.

10.2 Budget. At least annually the Board shall prepare and adopt a budget for the Association as required by the Act.

10.3 Annual Assessments.

- a. In order to provide for the operation and management of the Association and to provide funds for the Association to pay all Common Expenses and to perform its duties and obligations under the Project Documents, including the establishment of replacement and maintenance reserves, the Board, for each Assessment Period, shall assess an Annual Assessment against each Lot, except a Lot owned by Declarant or Kokopelli.
- b. Until the conveyance of the first Lot to an Owner other than Declarant or Kokopelli there shall be no annual assessment.
- c. As of Jan.1 2017, the HOA annual assessment shall be \$4650.00 per lot.. Anyone purchasing a lot from Kokopelli or Declarant in 2016, shall pay a pro-rated amount based on an annual assessment of \$4650.00. Anyone purchasing a lot or existing home from a current Lot Owner in 2016 shall pay an annual assessment of \$3000. Anyone purchasing a lot or existing home from a current lot owner after Jan. 1 2017 shall pay an annual assessment of \$4650.00. Any Lot Owner who simultaneously owns more than one lot will pay an annual assessment of \$1500 for the second lot, provided that they do not utilize a second ski rotation pursuant to ownership in the second lot.
- d. The Board shall not levy an Annual Assessment that is more than twenty

percent (20%) greater than the immediately preceding fiscal year's Annual Assessment without the approval of a majority of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

e. The Board shall give notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment. If the Board determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessment by Members, it may, subject to the **twenty percent (20%)** limit set forth above, increase the Annual Assessment for that Assessment Period and the revised Annual Assessment shall commence on the date designated by the Board.

f. **The Association may allow credits towards the annual assessment for labor and other contributions made by individual Lot Owners towards the Association. Said credits must be previously approved by a majority of all members.**

10.4 Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the Association's fiscal year.

10.5 Special Assessments. The Association may levy against each Lot, except a Lot owned by Declarant or Kokopelli, in any Assessment Period, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements the Association is responsible for, provided that any Special Assessment in excess of \$750.00 per lot shall have the assent of two-thirds (%) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

10.6 Lot Specific Assessments. Lot Specific Assessments shall be levied by the Board of Directors against Lots, except a Lot owned by Declarant or Kokopelli, with respect to which particular costs have been incurred by the Association. In the event the Association undertakes to provide work, materials or services on or about a Lot which are necessary to cure or remedy a breach or violation of the Project Documents that the Owner has refused to cure or remedy, such Owner by refusing to undertake or complete the required cure or remedy shall be deemed to have agreed in writing that all of the costs and expenses incurred in connection therewith shall be Lot Specific Assessments.

10.7 Rate of Assessment.

a. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that no lot held by Declarant or Kokopelli shall be subject to any annual, special or lot specific assessment until such property is sold or as

otherwise provided herein.

b. Except as set forth below, Kokopelli shall pay to the Association an amount equal to one (1) annual lot assessment regardless of the number of lots owned by Kokopelli.

c. In the event Kokopelli or Declarant license their rights as an Owner in a Lot to use of the Lake and Lake Amenities to any person or entity an amount shall be paid to the Association equal to the amount the annual assessment on that Lot would be if the same was assessed.

10.8 No Offsets. All Assessments shall be payable in the amount specified by the assessment and no offsets against such amount shall be permitted for any reason.

10.9 Sale of Boat. In the event the Association sells a boat for an amount in excess of the purchase price of that boat, such amount in excess of the purchase price will be reimbursed pro-rata to those individuals or entities who have paid gas fees for use of a boat during the preceding year.

10.10 Purposes for which Association's Funds may be Used. The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Owners by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Project, which may be necessary, desirable or beneficial to the general common interests of the Project and the Owners.

10.11 Reserve Fund. To the extent it is required by the Act, the Board shall conduct a "reserve analysis" and maintain a reserve fund. To the extent that the Act is amended or repealed this obligation shall also be amended or repealed automatically unless separate action is taken by the members to preserve these obligations. Funds contained in a reserve fund may not be used for daily maintenance expenses or any purpose other than the purpose for which the reserve fund was established unless a majority of the members of the Association vote to approve the use of reserve funds for daily maintenance expenses or another use other than those for which the fund was established. All reserve funds shall be maintained separate from other funds of the Association.

10.12 Rules Regarding Billing and Collection Procedures. Annual Assessments shall be collected on a monthly basis or such other basis as may be selected by the Board. Special Assessments may be collected as specified by the Board. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration or the laws of the State of Utah. The



Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Period; successors Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners.

10.13 Common Area, Transfer, Refinance and Disclosure Fees.

- a. Each initial purchaser and any subsequent purchaser of a lot shall pay to the Association immediately upon becoming the Owner of the Lot a reinvestment fee in an amount to be established by the Board but in no event great than .5% of the value of the lot and any improvements thereon. The initial reinvestment fee shall be .5% of the lot and any improvements thereon. Except that any purchase pursuant to the right of first refusal set forth in Paragraph 13.8 below shall not be subject to the reinvestment fee.
- b. Any Owner of a Lot who sells or refinances his or her Lot and requires a status or disclosure statement from the Association in connection therewith shall pay to the Association a document or disclosure fee in such amount as is established from time to time by the Board.
- c. None of the forgoing fees shall be collected in an amount or in a fashion that is in violation of Utah Code Annotated § 57-1-46 as it may be amended from time to time. To the extent that the fee collected pursuant to this section would violate Utah Code Annotated § 57-1-46 as amended, the fee amount and/or manner of administration shall be deemed amended as necessary to bring the fee amount and administration of fee collection and retention into conformity with Utah Code Annotated § 57-1-46 as it may be amended from time to time.
- d. Fees charged pursuant hereto shall be secured by the Association Lien.

10.14 Fines and Penalties. In addition to any other rights or remedies which the Association may have under this Declaration or at law or in equity as a result of the violation of this Declaration or the Project Documents, the Association shall have the right, subject to applicable law, to levy reasonable fines or penalties against an Owner for any violation of this Declaration or the Project Documents by the Owner, any other Residents of the Owner's Lot or any of the Owner's family, tenants, guests, contractors or agents. The amount of the fine or penalty for each violation shall be established by the Board.

10.15 Notice of Violation, Appeal and Payment of Fines and Penalties.

- a. The Board, or any person designated by the Board, may serve a "Notice of Violation" against an Owner or Lessee for a violation of any provision of the Project Documents by the Owner, his family or guests. A Notice of Violation shall contain (i) a description of the violation, (ii) the appropriate time and place at which the violation was observed, (iii) an opportunity to cure in compliance with the Act, (iv) the amount of the fine to be paid by the Owner or Lessee for such

violation if not timely cured, (v) the name of the person issuing the Notice of Violation, and (vi) a statement advising the Owner or Lessee of the Owner's or Lessee's right to appear before the Board on the date, time and place specified for a hearing at which the Owner or Lessee can offer any defenses or mitigation circumstances.

b. A Notice of Violation shall be deemed to have been served if delivered personally to the Owner or Lessee named in the Notice of Violation or sent to the Owner or Lessee by registered or certified United States mail, return receipt requested, postage prepaid. A Notice of Violation served by mail shall be deemed to have been received by the Owner or Lessee to whom the notice was addressed on the earlier of the date the notice is actually received or three (3) days after the notice is deposited in the United States mail. A Notice of Violation given to the Owner by mail shall be addressed to the Owner at the address of the Owner as shown on the records of the Association. A Notice of Violation given to the Lessee by mail shall be addressed to the Residential Unit occupied by the Lessee. If a Lot is owned by more than one person or entity, a Notice of Violation to one of the joint Owners shall constitute notice to all of the joint Owners.

c. The Owner or Lessee shall pay the fine set forth in the Notice of Violation to the Association within fourteen (14) days after the Notice of Violation is served on the Owner or Lessee or, if the Owner or Lessee appears at the hearing specified in the Notice of Violation, within fourteen (14) days after a hearing before the Board in which the Board upholds the fine.

d. Any fines or penalty levied pursuant hereto shall be secured by the Association Lien established pursuant to Section 7.1.

10.16 Costs of Enforcement. Any costs incurred by the Association in enforcing this Declaration or the other Project Documents shall be the obligation of the Owner of the Lot against which enforcement is sought. Such costs shall include, but not be limited to, reasonable attorneys' fees, whether or not suit is filed. The obligation to pay the costs of enforcement shall be secured by the Association Lien.

10.17 Effect of Nonpayment of Assessments, Fees, Charges, Fines and Penalties; Remedies of the Association.

a. Any Assessment, fee, charge, fine or penalty, or any installment of an Assessment, fee, charge, fine or penalty not paid within fifteen (15) days after the Assessment, fee, charge, fine or penalty, or the installment thereof, first became due shall bear interest from the due date at the rate of 36% per annum or such other rate of interest established from time to time by the Board. In addition, the Board of Directors may establish a late fee to be charged to any Owner who has not paid any Assessment, fee, charge, fine or penalty, or any installment thereof,

within fifteen (15) days after such payment was due.

b. The Association shall have a lien on each Lot for all Assessments, fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees levied against or charged to a Lot or the Owner thereof. The Association may, at its option, record a Notice of Lien setting forth the name of the delinquent owner as shown in the records of the Association, the legal description or street address of the Lot against which the Notice of Lien is recorded and the amount claimed to be past due as of the date of the recording of the Notice, including late charges, interest, costs of collection, lien recording fees, lien release fees, reasonable attorneys' fees and the costs of preparing the Notice of Lien.

c. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be entitled which insofar as it adversely affects the Association's lien for unpaid Assessments and each Owner, by accepting a deed or other document of conveyance to a Lot, waives his right to claim his homestead exemption has priority.

d. The Board may suspend for the entire period during which any Assessments, fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees remain delinquent the obligated Owner's right to vote or other membership rights in the manner prescribed the Act.

e. The Board may enforce the lien as allowed by law, including but not limited to those provisions of U.C.A. § 57-8a-301, et. seq as the same may be amended from time to time. The Declarant and Kokopelli hereby convey and warrant pursuant to U.C.A. §57-1-20 and U.C.A. § 57-8a-402 to Northern Title Company, with power of sale, each lot and all improvements to the lot for the purpose of securing payment of assessments under the terms of the Declaration.

f. The Board may, without notice or demand, institute an action at law for a money judgment to recover the amount of the delinquent Assessment together with all fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees.

g. The Board may require any Tenant to pay rent to the Association as allowed by and in accordance with U.C.A. § 57-8a-310 as the same may be amended from time to time.

h. The Assessment Lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any

proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10.18 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

## **ARTICLE 11 INSURANCE**

11.1 Insurance. The Board of Directors may adopt General Insurance House Rules, Policies and Procedures intended as a guide for Owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners.

11.2 Insurance Obligation of the Association. The Association shall obtain the following insurance coverage (collectively, "Association Policy"):

- a. Public Liability. Public liability coverage for the Common Areas and Facilities;
- b. Common Area and Facilities. Property, fire and extended hazard coverage for all Common Areas, Elements and Facilities;
- c. D&O. Directors and officers coverage; and
- d. Fidelity Bond. A fidelity bond.
- e. Required by Law. All other insurance required by law.

The Association Policy **DOES NOT** cover the contents or the personal property upon the Lot, in a Dwelling Unit, or belonging to the Lot Owner or Lessee, or personal liability. Coverage C (as that is defined by the standard homeowners insurance policy) – Personal Property is excluded from the Association Policy. The Association **IS NOT REQUIRED** to cover property, fire or hazard insurance on a Lot or loss of business, rents or rental income although it expressly reserves and is hereby granted the right to obtain such and other coverage for its benefit. Earthquake insurance is optional.

11.3 Minimum Amount of Insurance Coverage. The liability insurance purchased by the Association shall be in an amount not less than \$1,000,000.00 per occurrence and

\$2,000,000.00 per aggregate or such higher amounts as may be required by law and optional umbrella liability coverage to be determined by the Board of Directors from time to time for bodily injury, death, and property damage. This amount may be increased or decreased unilaterally by the Board of Directors.

11.4 Additional Insureds. All policies shall name Declarant, BHR, Kokopelli, S. Craig Adams, Alicia Adams, Stephen Adams and Marsha Adams as additional insureds at no additional charge to the same.

11.5 Premium a Common Expense. The premiums for insurance coverage and the fidelity bond are to be considered a Common Expense.

11.6 Changes in Amounts of Required Insurance. The amounts of insurance required may be increased or decreased unilaterally by the Board of Directors.

## **ARTICLE 12 RIGHTS OF FIRST MORTGAGEES**

12.1 Notification to First Mortgagees. Upon receipt by the Association of a written request from a first Mortgagee or insurer or governmental guarantor of a First Mortgage informing the Association of its correct name and mailing address and the Lot number or address to which the request relates, the Association shall provide such Eligible Mortgage Holder or Eligible Insurer or Guarantor with timely written notice of the following:

- a. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor;
- b. Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor or any other default in performance by the Owner of any obligation under the Project Documents, which delinquency remains uncured for the period of sixty (60) days;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which will require the consent of a specified percentage of Eligible Mortgage Holders as set forth in this Section.

12.2 Approval Required to Terminate Project. Any termination of the legal status of the Project for reasons other than the substantial destruction or a substantial taking in condemnation of the Project shall not be effective unless approved by Eligible Mortgage Holders holding First Mortgages on Lots the Owners of which have at least sixty-seven percent (67%) of the votes in the Association allocated to Owners of all Lots subject to First Mortgages held by

## Eligible Mortgage Holders.

12.3 Approval Required for Amendment to Declaration, Articles or Bylaws.

a. The approval of Eligible Mortgage Holders holding First Mortgages on Lots the Owners of which have at least fifty-one percent (51%) of the votes in the Association allocated to Owners of all Lots subject to First Mortgages held by Eligible Mortgage Holders shall be required to add or amend any material provisions of the Declaration, Articles or Bylaws which establish, provide for, govern or regulate any of the following:

- (i) Voting rights;
- (ii) Assessments, assessment liens, or subordination of assessment liens;
- (iii) Reserves for maintenance, repair and replacement of areas of association responsibility;
- (iv) Insurance or fidelity bonds;
- (v) Responsibility for maintenance and repairs;
- (vi) Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;
- (vii) Boundaries of any Lot;
- (viii) Convertibility of Lots into Common Areas or of Common Areas into Lots;
- (ix) Leasing of Lots;
- (x) Imposition of any restriction on an Owner's right to sell or transfer his Lot;
- (xi) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- (xii) Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project Documents;
- (xiii) Any action to terminate the legal status of the Project after

substantial destruction or condemnation occurs;

(xiv) Any provisions which expressly benefit First Mortgagees, Eligible Mortgage Holders or Eligible Insurers or Guarantors.

b. Any addition or amendment to the Declaration, Articles or Bylaws shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

12.4 First Mortgagee's Right of Inspection of Records. Any First Mortgagee will, upon written request, be entitled to (i) inspect the books and records of the Association during normal business hours, (ii) receive within ninety (90) days following the end of any fiscal year of the Association, a financial statement of the Association for the immediately preceding fiscal year of the Association, free of charge to the requesting party, and (iii) receive written notice of all meetings of the Members of the Association and be permitted to designate a representative to attend all such meetings.

12.5 Limitation on Partition and Subdivision. No Lot shall be partitioned or subdivided without the prior written approval of the holder of any first Mortgage on such Lot.

12.6 Failure of First Mortgagees to Respond. Any First Mortgagee who received a written request from the Board to respond to or consent to any action requiring the consent of the First Mortgagee shall be deemed to have approved such action if the Association has not received a negative response from such First Mortgagee within thirty (30) days of the date of the Association's request.

12.7 Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Article and any other provision of the Project Documents, the provisions of this Article shall prevail; provided, however, that in the event of any conflict or inconsistency between the different Sections of this Article or between the provisions of this Article and any other provisions of the Project Documents with respect to the number or percentage of Owners, First Mortgagees, Eligible Mortgage Holders or Eligible Insurers or Guarantors that must consent to (i) an amendment of the Declaration, Articles or Bylaws; (ii) a termination of the Project; or (iii) certain actions of the Association, the provision requiring the consent of the greatest number or percentage of Owners, First Mortgagees, Eligible Mortgage Holders or Eligible Insurers or Guarantors shall prevail; provided, however, that so long as there is a Class B membership in the Association, the Declarant, without the consent of any Owner or First Mortgagee being required, shall have the right to amend this Declaration, the Articles or the Bylaws in order to conform this Declaration, the Articles or the Bylaws to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required or requested by the Declarant.

## ARTICLE 13

## MISCELLANEOUS

13.1 Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions, which precede the Articles and Sections of this Declaration, are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

13.2 Security. Neither the Association, nor the Declarant, nor Kokopelli shall in any way be considered insurers or guarantors of security within the Project. Neither the Association, nor the Declarant, nor Kokopelli shall be held liable for any loss or damage, including malfunction, by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner for himself and his Guests acknowledges and understands that the Declarant, Kokopelli, Association, Board of Directors, Manager, employees, agents or representatives are not insurers and that each Owner and his Guests assume all risks for loss or damage to persons or property within the Project and further acknowledges that Declarant, Kokopelli, the Association, Board of Directors, Manager, employees, agents or representatives have made no representations or warranties nor has any Owner or his Guests relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems recommended or installed or any security measures undertaken within the Project.

13.3 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in a Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

13.4 Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act and the office. The initial Registered Agent is Intermountain Registered Agents, LLC and the initial office of the Registered Agent is 40 West Cache Valley Blvd., Suite 9A, Logan, Utah 84341.

13.5 Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest for estate involved substantially as follows:



All of Lot\_\_\_\_\_, Bear Hollow Lakes, as the same is identified in the Final Plat in Box Elder County, Utah, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, and Page \_\_\_\_\_ of the official records of the County Recorder of the \_\_\_\_\_ official records of the County Recorder of Box Elder County, Utah (as said Final Plat may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions (Declaration) for Bear Hollow Lakes recorded in Box Elder County, Utah as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the official records of the County Recorder of Box Elder County, Utah (as said Declaration may have heretofore been supplemented).

Subject to such rights, easements, covenants, restrictions, and zoning regulations as appear of record.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

13.6 Enforcement and Right to Recover Attorneys Fees. Should the Association or Board of Directors be required to take action to enforce the Declaration, Bylaws or any administrative rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue.

13.7 Amendment. This Declaration may be amended as follows:

- a. General. Except as otherwise required herein, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the total votes of the Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting.
- b. Initial Declarant Right to Amend. The Declarant alone may amend or terminate this Declaration prior to closing of a sale of the first Lot.
- c. Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant if such Amendment is (1) necessary to correct typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any

applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith ; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner of said Lot shall consent thereto in writing.

d. Declarant's Right to Amend Unilaterally Prior to Termination of Declarant's Right to Control. Prior to the expiration of the Period of Administrative Control, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the express written consent of said Lot Owner.

e. To Satisfy Requirements of Lender. Anything to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot, or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of an Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment , when recorded, shall be binding upon all Lots and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Declarant, then Declarant shall have the unilateral right to amend this Declaration to restore such control.

f. Declarant's Rights. No provision of this Declaration reserving or granting to Declarant any unexpired developmental rights may be amended, including by way of illustration but not limitation a modification which would terminate or decrease any developmental right, without the prior express written consent of Declarant, which consent may be withheld, conditioned or delayed for any reason or for no reason at Declarant's sole and exclusive discretion.

g. Execution of Amendments.

i. An amendment or revocation which only requires the execution of an instrument by Declarant as hereinabove provided shall be effective when executed by Declarant and when recorded in the office of the County Recorder.

ii. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the President and Secretary of the Association, who shall certify that all of the voting requirements have been satisfied, and the Declarant, if the Declarant's consent is also required, and recorded in the office of the County Recorder.

iii. An amendment of any provision affecting BHR, a BHR Owner, S. Craig Adams, Alicia Adams, Aubree Adams, Joshua Adams, Jacob Adams, Emily Adams, Stephen Adams, Marsha Adams, Kokopelli, or the successors and assigns of the foregoing shall be effective when executed by the individual or entity being affected.

13.8 Right of First Refusal. If any Owner of any Lot desires to convey the Lot, such Owner shall first notify S. Craig Adams, or his designated successors or assigns, in writing of that fact and give S. Craig Adams, his successors or assigns, the right to purchase the Lot under the same terms and conditions as those proposed to be sold to such other party, it being the intention of this paragraph that S. Craig Adams reserves the option to purchase the premises if they should be sold at any subsequent time, and reserves the refusal of the same upon the same terms and conditions as they may be offered any other person or persons. The above notice shall include the terms and conditions of the proposed sale and S. Craig Adams, his successors or assigns, shall have a period of 30 days after receiving such notice within which to notify Seller that Buyer elects to purchase the Lot. Any such notice from S. Craig Adams, his successors or assigns shall be accompanied by any earnest money required under the terms of the offer, which shall then constitute a contract between the parties even though neither has signed it.

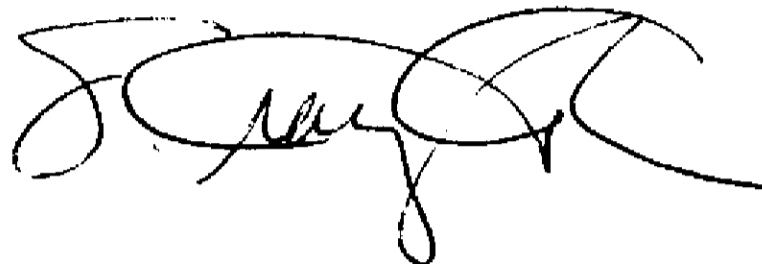
13.9 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the descendants of Gary R. Herbert the Governor of Utah on this date, who are living on this date.

13.10 Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Final Plat shall take effect upon its being filed for record in the office of the County Recorder of Box Elder County, Utah.

DATED this 13th day of January 2012.

LIQUID ASSETS H20, L.L.C.  
A Utah limited liability company

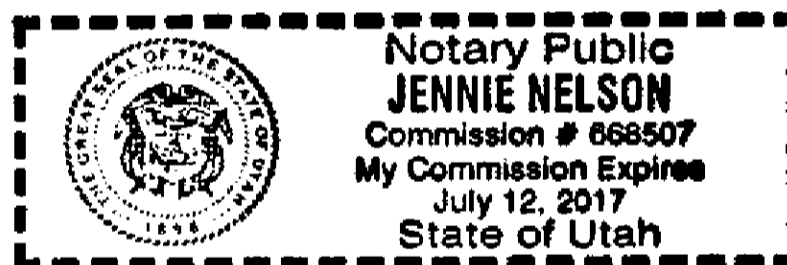
By: /s/ S. Craig Adams  
Its: Manager



STATE OF UTAH )  
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COUNTY OF CACHE )

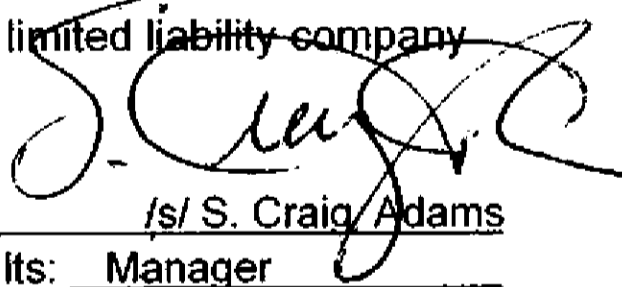
On July 8, <sup>2010</sup>~~2012~~, personally appeared before me, Jennie Nelson, who by me being duly sworn, did say that he is the manager of LIQUID ASSETS H20, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said Craig Adams duly acknowledged to me that said Company executed the same.

J. Nelson  
NOTARY PUBLIC



KOKOPELLI INVESTMENTS, LLC  
A Utah limited liability company

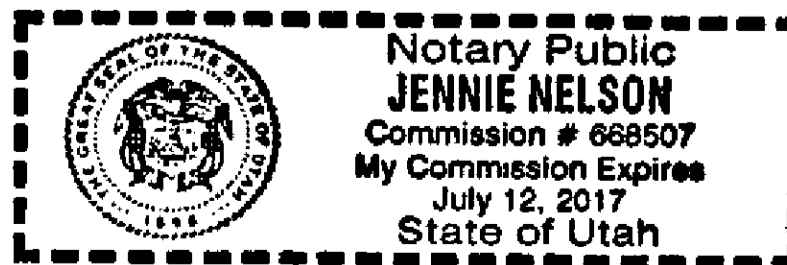
By: /s/ S. Craig Adams  
Its: Manager



STATE OF UTAH )  
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COUNTY OF CACHE )

On July 8, <sup>2010</sup>~~2012~~, personally appeared before me, Jennie Nelson who by me being duly sworn, did say that he is the manager of KOKOPELLI INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said Craig Adams duly acknowledged to me that said Company executed the same.

J. Nelson



NOTARY PUBIC

**EXHIBIT "A"****SUBDIVISION BOUNDARY LEGAL DESCRIPTION**

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE RAILROAD SPIKE MONUMENT FOUND AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN FROM WHICH THE RAILROAD SPIKE MONUMENT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 18 BEARS SOUTH 01°12'51" EAST 2,641.41 FEET (SOUTH 00°48'19" EAST 2,641.57 FEET PER THE BOX ELDER COUNTY SURVEYORS GPS SURVEY) AND THE REBAR WITH A BOX ELDER COUNTY SURVEYORS CAP FOUND AT THE NORTHEAST CORNER OF SECTION 17 OF SAID TOWNSHIP BEARS NORTH 88°57'15" EAST 10,546.01 FEET (NORTH 89°22'00" EAST 10,546.03 FEET PER THE BOX ELDER COUNTY SURVEYORS GPS SURVEY); AND RUNNING THENCE NORTH 88°57'15" EAST 3,440.42 FEET; THENCE SOUTH 01°02'45" EAST 487.44 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 30 AT ENGINEERS STATION 82+10.54 - 83.04 FEET LEFT (STATION 82+60 90.00 FEET LEFT BY RECORD) AND A POINT ON THE WEST BANK OF THE BEAR RIVER AND IS THE TRUE POINT OF BEGINNING; AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID HIGHWAY THE FOLLOWING THREE COURSES, 1) NORTH 77°44'13" WEST 892.78 FEET; 2) THENCE NORTH 69°35'59" WEST 449.15 FEET; 3) THENCE NORTH 84°37'04" WEST 515.67 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES NORTH 83°01'47" EAST 68.00 FEET; THENCE SOUTHEASTERLY 45.06 FEET ALONG THE ARC OF A 68.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°57'59" AND A LONG CHORD THAT BEARS SOUTH 25°57'11" EAST 44.24 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY 17.71 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°34'56" AND A LONG CHORD THAT BEARS SOUTH 24°38'42" EAST 17.34 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY 119.46 FEET ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 152°05'59" AND A LONG CHORD THAT BEARS SOUTH 80°24'14" EAST 87.35 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 28.33 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 64°55'48" AND A LONG CHORD THAT BEARS NORTH 56°00'41" EAST 26.84 FEET TO A POINT OF COMPOUND CURVE; THENCE EASTERLY 639.99 FEET ALONG THE ARC OF A 1,083.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°51'30" AND A LONG CHORD THAT BEARS SOUTH 74°35'40" EAST 630.72 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY 64.81 FEET ALONG THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°54'24" AND A LONG CHORD THAT BEARS SOUTH 64°37'07" EAST 64.65 FEET; THENCE SOUTH 71°34'19" EAST 178.96 FEET; THENCE SOUTHEASTERLY 391.88 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°25'39" AND

A LONG CHORD THAT BEARS SOUTH 37°51'30" EAST 369.66 FEET; THENCE SOUTH 04°08'40" EAST 383.02 FEET; THENCE SOUTHEASTERLY 61.18 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 70°06'08" AND A LONG CHORD THAT BEARS SOUTH 39°11'44" EAST 57.43 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES NORTH 81°12'59" EAST 300.00 FEET; THENCE SOUTHEASTERLY 248.75 FEET ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 47°30'28" AND A LONG CHORD THAT BEARS SOUTH 32°32'15" EAST 241.69 FEET; THENCE SOUTH 89°57'32" EAST 426.68 FEET; THENCE SOUTH 47°14'13" EAST 1,405.56 FEET; THENCE SOUTH 71°24'42" EAST 146.56 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES NORTH 09°24'00" EAST 212.50 FEET; THENCE NORTHEASTERLY 276.38 FEET ALONG THE ARC OF A 212.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74°31'11" AND A LONG CHORD THAT BEARS NORTH 62°08'25" EAST 257.31 FEET; THENCE SOUTH 65°07'10" EAST 266.00 FEET TO A POINT ON THE WEST BANK OF THE BEAR RIVER AND THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES NORTH 79°34'40" WEST 650.00 FEET; THENCE NORTHERLY ALONG THE WEST BANK OF THE BEAR RIVER THE FOLLOWING COURSES TO THE POINT OF BEGINNING, 40.94 FEET ALONG THE ARC OF A 650.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°36'32" AND A LONG CHORD THAT BEARS NORTH 08°37'04" EAST 40.93 FEET; THENCE NORTH 06°48'48" EAST 222.06 FEET; THENCE NORTH 02°55'56" WEST 105.12 FEET; THENCE NORTH 03°29'39" EAST 255.63 FEET; THENCE NORTHERLY 58.52 FEET ALONG THE ARC OF A 127.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°17'53" AND A LONG CHORD THAT BEARS NORTH 09°39'17" WEST 58.01 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY 56.39 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32°18'34" AND A LONG CHORD THAT BEARS NORTH 38°57'31" WEST 55.65 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY 76.43 FEET ALONG THE ARC OF A 261.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°46'42" AND A LONG CHORD THAT BEARS NORTH 63°30'09" WEST 76.16 FEET; THENCE NORTH 71°53'29" WEST 112.84 FEET; THENCE WESTERLY 26.18 FEET ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°19'50" AND A LONG CHORD THAT BEARS NORTH 88°33'24" WEST 25.81 FEET; THENCE SOUTH 74°46'41" WEST 57.48 FEET; THENCE WESTERLY 24.59 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35°13'10" AND A LONG CHORD THAT BEARS NORTH 87°36'44" WEST 24.20 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY 19.30 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55°16'42" AND A LONG CHORD THAT BEARS SOUTH 82°21'30" WEST 18.56 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY 17.86 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°55'38" AND A LONG CHORD THAT BEARS SOUTH 75° 10'58" WEST 17.48 FEET TO A POINT OF COMPOUND CURVE; THENCE WESTERLY 76.70 FEET ALONG THE ARC OF A 157.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°59'34" AND A LONG CHORD THAT BEARS NORTH 70°21'26" WEST 75.94 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 23.41 FEET ALONG THE ARC OF A 100.00

FOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°24'53" AND A LONG CHORD THAT BEARS NORTH 63°04'06" WEST 23.36 FEET TO A POINT OF COMPOUND CURVE; THENCE WESTERLY 130.67 FEET ALONG THE ARC OF A 1,070.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°59'49" AND A LONG CHORD THAT BEARS NORTH 73°16'27" WEST 130.59 FEET; THENCE NORTH 76°46'22" WEST 154.87 FEET; THENCE NORTHWESTERLY 56.92 FEET ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°10'46" AND A LONG CHORD THAT BEARS NORTH 63°10'59" WEST 56.39 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 267.61 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°39'55" AND A LONG CHORD THAT BEARS NORTH 64°55'34" WEST 264.42 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 218.35 FEET ALONG THE ARC OF A 265.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47°12'36" AND A LONG CHORD THAT BEARS NORTH 56°39'13" WEST 212.23 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 87.80 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°44'48" AND A LONG CHORD THAT BEARS NORTH 47°25'19" WEST 86.88 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES NORTH 28°12'18" EAST 125.00 FEET; THENCE NORTHWESTERLY 94.95 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°31'20" AND A LONG CHORD THAT BEARS NORTH 40°02'02" WEST 92.68 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 52.93 FEET ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°19'39" AND A LONG CHORD THAT BEARS NORTH 29°56'12" WEST 52.56 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 55.83 FEET ALONG THE ARC OF A 366.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°44'25" AND A LONG CHORD THAT BEARS NORTH 37°13'49" WEST 55.78 FEET; THENCE NORTH 32°51'35" WEST 201.06 FEET; THENCE NORTH 31°13'03" WEST 121.36 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES SOUTH 56°02'10" WEST 5,447.00 FEET; THENCE NORTHWESTERLY 246.91 FEET ALONG THE ARC OF A 5,447.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°35'50" AND A LONG CHORD THAT BEARS NORTH 35°15'45" WEST 246.89 FEET TO THE POINT OF BEGINNING. CONTAINING 41.66 ACRES, MORE OR LESS.



## **EXHIBIT "B"**

### **BYLAWS OF BEAR HOLLOW LAKES HOMEOWNERS ASSOCIATION, INC. A UTAH NON-PROFIT CORPORATION**

#### **ARTICLE I NAME AND LOCATION**

The name of the Corporation is Bear Hollow Lakes Homeowners Association, Inc., a Utah Non-Profit Corporation, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 14870 North Bear Hollow Drive, Garland, Utah but meetings of members and Directors may be held at such places within the State of Utah, County of Box Elder, as may be designated by the Board of Directors.

#### **ARTICLE II DEFINITIONS**

Unless the context otherwise requires, all definitions shall be as found in the Declaration of Covenants, Conditions and Restrictions.

#### **ARTICLE III MEMBERS AND VOTING RIGHTS**

The Association shall have three (3) classes of membership, to-wit:

Class A. Class A members shall be all Lot Owners, with the exception of the Declarant and Kokopelli Investments, LLC (Kokopelli). Each Class A member shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B members shall be the Declarant and Kokopelli. The Class B members shall be entitled to three (3) votes for each Lot owned.

Class C. The Class C member shall be Bear Hollow Ranch, L.L.C. (BHR). In addition to any other votes, the Class C member shall be entitled to three (3) votes.

#### **ARTICLE IV MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each

subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, first class, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. A Board of Directors consisting of five (5) Directors shall direct the affairs of this Association .

Section 2. Term of Office. Each Director shall serve for a term of three years, except that terms of the initial board shall be one (1) year for Director No. 1, two (2) years for Directors No. 2 and No. 3, and three (3) years for Directors No. 4 and No. 5.

Section 3. Removal. Other than a Director appointed as set forth in Article V, Section 3 below any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director who was elected by the Members or appointed by the Board, his successor shall be selected by the remaining members of the Board and shall serve for

the un-expired term of his predecessor. In the event of death, resignation or removal of a Director who was appointed pursuant to Article V, Section 3, his successor shall be selected by the appointing entity and shall serve for the un-expired term of his predecessor.

Section 4. Compensation. Directors shall be compensated in accordance with the Declarations.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE V NOMINATION AND ELECTION OF BOARD OF DIRECTORS

Section 1. Nomination. Except as set forth in Section 3 below, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Appointment. During the Period of Administrative Control, the Declarant shall be entitled to appoint three (3) of the Directors. So long as it owns any Lot in addition to all other voting rights, Kokopelli shall be entitled to appoint one (1) Director. In addition to all other voting rights BHR shall be entitled to appoint one (1) Director. This sub-paragraph may not be amended without the consent of BHR.

#### ARTICLE VI MEETING OF BOARD OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to

time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish assessments and service charges as outlined in the Declarations and to take all other actions as outlined in the Declarations;
- (b) suspend the voting rights of a member as provided in the Declarations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) all duties set forth in the Declarations;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been

paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on any property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Area to be maintained.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. The Board of Directors may remove any officer from office with or without cause. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8.** Duties. The duties of the officers are as follows:

**President**

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice-President**

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

**Secretary**

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

**Treasurer**

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX  
COMMITTEES**

The Board of Directors shall establish an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours; be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Bear Hollow Lakes Homeowners Association, Inc.

ARTICLE XII  
AMENDMENTS

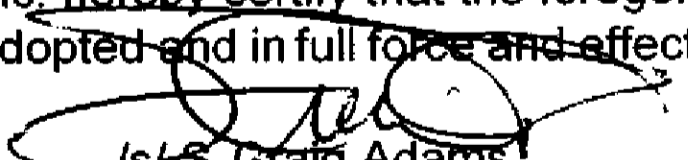
Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

I, S. Craig Adams, as Secretary of Bear Hollow Lakes Homeowners Association, Inc. hereby certify that the foregoing constitute the bylaws of this Corporation as adopted and in full force and effect on this 13<sup>th</sup> day of January 2012. *gr*

  
S. Craig Adams

Secretary

11<sup>th</sup> July, 2015

STATE OF UTAH )  
                                  : ss  
County of Cache )

On the 8 day of July <sup>2014</sup>~~2012~~, personally appeared before me  
Craig Adams, known to be the Secretary of Bear Hollow Lakes  
Homeowners Association, authorized agent for the Corporation that executed the within  
and foregoing instrument and acknowledge the instrument to be the free and voluntary  
act and deed of the Corporation, by authority of its bylaws or by resolution of its Board  
of Directors, for the uses and purposes therein mentioned and on oath states that he  
was authorized to execute the instrument. In witness whereof I have set my hand and  
affixed my seal this 8 day of July ~~2012~~. 2014

J Nelson  
\_\_\_\_\_  
Notary Public  
Residing at: Logan, UT  
Commission expires:

7-12-17

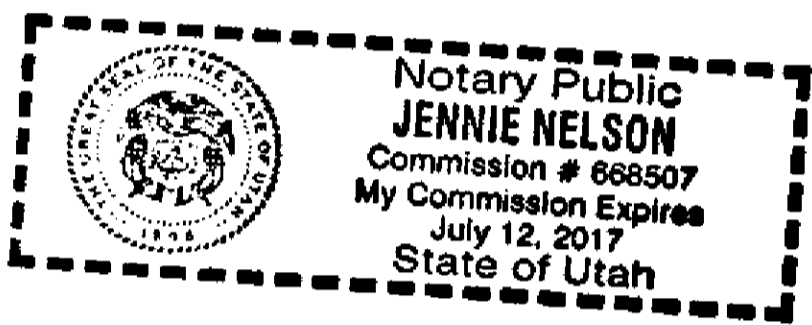
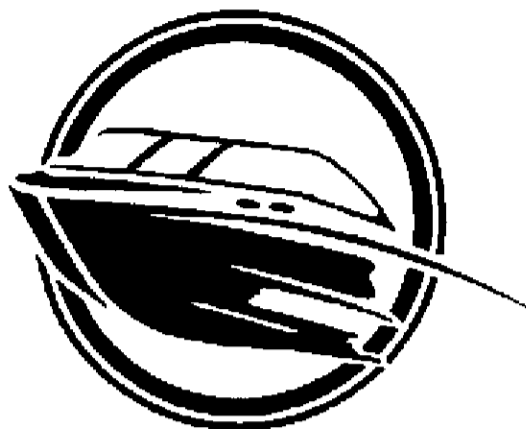




EXHIBIT C

BEAR HOLLOW LAKES  
ARCHITECTURAL GUIDELINES

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**BEARHOLLOW**  
LAKES

Collinston, UT. 84306



Architectural Guidelines – MAY 2015

# INDEX

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# THE DESIGN PHILOSOPHY

## CONTENTS IN THIS SECTION

- 1.1 Introduction
- 1.2 Design Philosophy
- 1.3 Preface to Design Guidelines

### 1.1 Introduction

Bear Hollow Lakes is a dream come true for the avid water sports family. The lakes are designed to minimize rough waters, and keep the surface smooth as glass. Our boat system gives every home owner the opportunity to enjoy boating without the struggle of loading, unloading, and maintaining a boat every time you want to enjoy the lake.

When you own your lot at Bear Hollow Lakes you are only moments away from incredible experiences. Each lot has been arranged to provide an amazing atmosphere. With lots on only one side of the lake you receive privacy and protected views. Each lake front lot has been improved and is ready to build, each with its own characteristics and most are nestled between the lake and the beautiful Bear River.

### 1.2 Design Philosophy

At Bear Hollow Lakes we strive to maintain beautiful homes, exquisite craftsmanship, and classic styles. A general coastal craftsman style is encouraged within the development to ensure a harmonious and cohesive feeling throughout the community.

These guidelines have been established to encourage excellent, individually diverse, yet compatible home designs that reinforce the sense of continuity within Bear Hollow Lakes.

### 1.3 Preface to Design Guidelines

The Architectural Standards and Design Criteria set forth in this Design Guide may be viewed by the property owner as the tool that will protect, preserve, and enrich the unique lifestyle found at Bear Hollow Lakes.



# DESIGN REVIEW PROCEDURES

## CONTENTS IN THIS SECTION

- 2.1 Preliminary Sketch Review
- 2.2 Pre-engineered Design Review
- 2.3 Final Plan Approval
- 2.4 Architectural Review Board & Design Review/Construction Fees

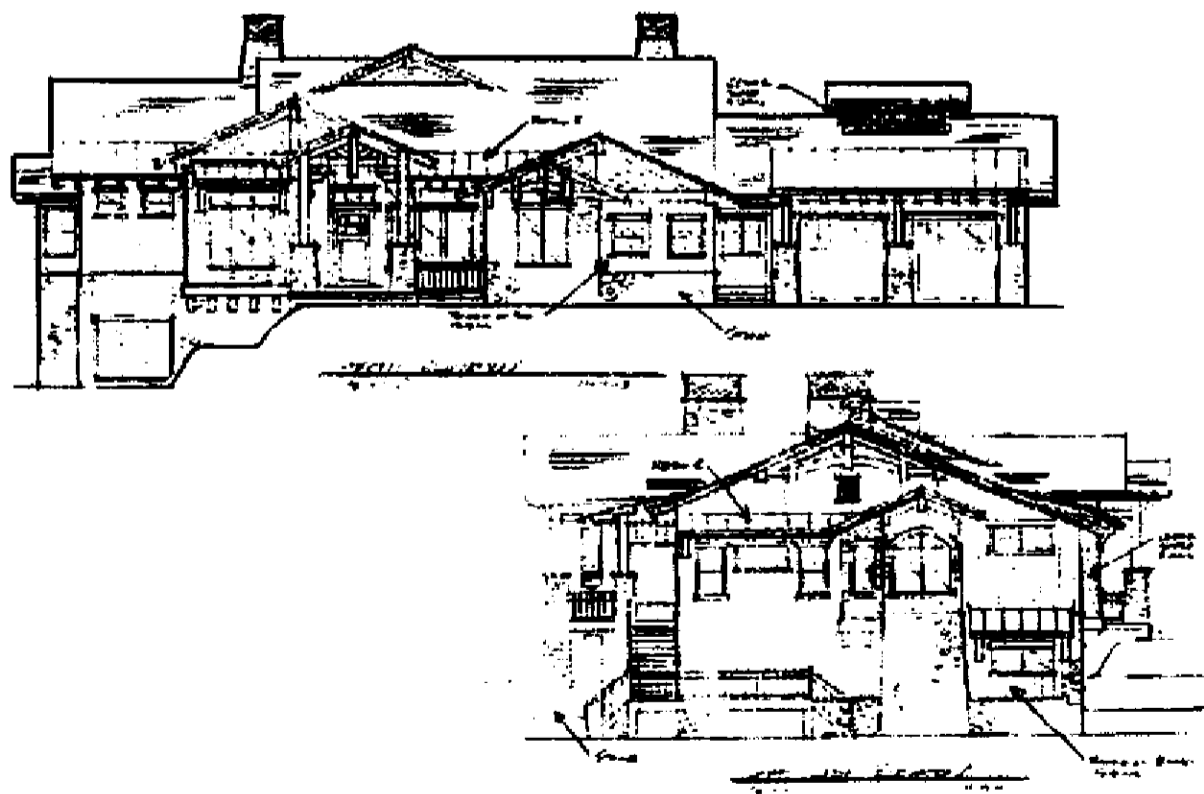
### 2.1 Preliminary Sketch Review

Prior to beginning production of the construction drawings on a house plan for Bear Hollow Lakes, a sketch or concept must be submitted for review. This preliminary sketch review is meant to reduce emotional and financial frustrations caused by creating construction documents that are not in harmony with the guidelines of Bear Hollow Lakes.

**Drawings required for the Preliminary Sketch Review are listed below:**

- Preliminary Sketch review form filled out (see appendix A)
- Floor plans
- Elevations with exterior material callouts
- Rough site plan

Upon proper submission, the ARC will review the concepts and notify owner of any changes and/or recommendations that will need to be reflected in the final plans. Based on the ARC findings, a meeting with the client and architect may be required.



## 2.2 Pre-engineered Design Review

Once the Preliminary Sketch Review is completed by the ARC and the required changes conveyed to the owner and architect, the owner may proceed with digital construction drawings.

The Pre-engineered Design Review is vital, as it ensures that any required changes from the sketch review have been reflected. Before plans are sent to a structural engineer, the complete plan set without the structural sheets shall be submitted again to determine whether any additional changes will be required prior to Final Plan Approval.

Requirements for the Pre-engineered Design Review listed below:

- Final Plan Approval form filled out (see appendix B)
- Exterior material/color board(can be digital)
- PDF Full set of Construction drawings(excluding structural shts.)
- Site plan(see section 3 – site guidelines, for all requirements)
- Landscape plan(submitted any time prior to construction)

Upon proper submission, the ARC will review the pre-engineered drawings and notify owner of any required changes and/or recommendations that will need to be reflected in the final plans to receive approval.

## 2.3 Final Plan Approval

Final plan approval is given when the engineered drawings are presented to the ARC showing that the required changes have been made to the plans based on the pre-engineered design review. After the ARC has completed the Final Plan Approval, the ARC will stamp and release the drawings for submittal to the county for a building permit.

Requirements for the Final Design Review listed below:

- Two ¼ scale engineer stamped hard copies of the construction documents.
- One 11x17 copy of the full set of engineered construction documents which Bear Hollow Lakes will retain on file.

*Any changes to approved plans will need to be reviewed by the ARC prior to installation.*



## 2.4 Architectural Review Board & Design Review/Construction Fees

The architectural review board (ARB), is a committee that is appointed by the HOA membership of not fewer than three and no more than five HOA members one of whom shall be Craig Adams.

The ARB has the authority to charge a review fee and construction bond at their discretion based on the project size, complexity, etc. The review and construction fee will be set by the ARB following the submittal of the preliminary sketch review. Upon notification of the fees to the lot owner, builder or representative, the ARB will also specify a time frame for the fees to be paid.



# SITE PLANNING GUIDELINES

## CONTENTS IN THIS SECTION

- 3.1 Site analysis
- 3.2 The Approximate building location
- 3.3 Site work
- 3.4 Grading and drainage
- 3.5 Access drives and Sidewalks
- 3.6 Garage location
- 3.7 On-site parking
- 3.8 Utilities
- 3.9 Walls and Fencing
- 3.10 Outdoor storage and trash receptacles
- 3.11 Mechanical and electrical meter equipment
- 3.12 Antennae and satellite dishes
- 3.13 Signage and address identification
- 3.14 Site lighting
- 3.15 Swimming pools, spas or hot tubs
- 3.16 Tennis, sports courts and basketball posts
- 3.17 Play structures
- 3.18 Homesite restrictions
- 3.19 Guest house
- 3.20 Personal Docks

*The climate, terrain and landscape at Bear Hollow Lakes are all important factors that must be considered in the design of any improvements to properties within the community. It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development at Bear Hollow Lakes for the mutual benefit and enjoyment of all its owners.*

## 3.1 Site Analysis

Site planning for individual homesite improvements at Bear Hollow Lakes relies heavily on site analysis efforts. The location and design of proposed structures must relate to existing terrain and preserve the natural features of the site. The design process must take into account grade changes and slope. Privacy, to and from, and the impact on adjacent neighbors, nearby rights-of-way, common open space areas and the waterski lake should be considered, both in site planning and in designing the architectural elements of the structure.

A design that grows from the findings of a thorough Site Analysis helps to shape a building that is sensitive to its natural surroundings and will





enhance the community. Every project shall begin with a Site Analysis prepared by the Architect/Designer. The Analysis is used at the Pre-Design Conference to aid in the establishment of the home location on the site. At a minimum, the following items must be identified and sketched onto a copy of the survey. Those with an asterisk\* should be shown on the Lot Features Map.

- Lot Features Map with approximate building location \*
- Property boundaries (from plat and Lot Features Map)\*
- Required setbacks from all boundaries \*
- Location of utilities serving the site (from Lot Features Map and site inspection)\* - to be field verified by owner
- Any "No Access Zones" along street frontage \*
- Contextual setting (neighboring land uses and approximate building locations)\*
- Impacts on the use of the site due to snow removal and storage
- Views both onto the site and from the site
- Planned landscaping features and a dock location.

The analysis of each of these elements should be further evaluated in terms of design opportunities and design constraints. Design opportunities are those situations where the element in question will positively contribute to the overall project, while design constraints are situations where a specific element will detract or conflict with the overall vision for Bear Hollow Lakes. The opportunities and constraints identified in the Site Analysis should be used as design determinants in the design and development stages of the homesite.

### 3.2 The Aproximate Building Location

The Approximate Building Location concept, also noted as Building Envelope on the Lot Features maps, is a major component of the philosophy for site planning each individual homesite. The Approximate Building Location is that portion of each homesite within which all structures must be located.

The Approximate Building Location for each homesite is indicated on the Lot Features Map, which was supplied with the real estate contract or can be provided by the Architectural Review Committee, and is designed to help protect and preserve the landscape features of the homesite as well as critical viewsheds and sight lines. The final Approximate Building Location will be determined after the preliminary submittal. In all cases the area of the residence should be predominately within the area of Approximate Building Location, sometimes indicated by the term "Building Envelope," on the Lot Features Map. Approximate Building Locations may



not encroach on any required minimum setbacks as shown on the Plat.

Approximate Building Locations may be adjusted only by authorization from the Architectural Review Committee and only for the purpose of integrating the house better with the natural contours of the site, when multiple lots are combined, or other appropriate issues as determined by the Architectural Review Committee.

Should a homeowner purchase two or more lots the Approximate Building Locations may be combined with the approval of the Architectural Review Committee, and any other required governmental authorities.

### 3.3 Site Work

A very limited amount of excavation or fill will be permitted on any homesites except where specifically allowed by the Architectural Review Committee due to terrain considerations; every attempt should be made to minimize the use of engineered building pads.

### 3.4 Grading and Drainage

Site grading and drainage should occur with minimum disruption to the home site. Ground floor levels should be established at a vertical elevation such that the final placement of backfill, walks, drives, and porches will produce a positive drainage away from the structure in all directions. The inclusion of foundation waterproofing and a perforated pipe foundation drainage system is recommended.

Where necessary to produce the desired results the Architectural Review Committee may approve minimal grading as well as the use of multiple small retaining walls. However, grading that produces awkward or steep slopes that are not natural in their final appearance will not be approved. Cut slopes may have a maximum ratio of 2:1 horizontal to vertical and fill slopes may have a maximum ratio of 3:1 unless supported by an approved retaining wall.

In addition to basic grading, sloping sites should employ designs that take up the full impact of grading within the dwelling's footprint; the location and design of the proposed structures must relate to the existing terrain. No excessive excavation or fill will be permitted on any homesite. Every attempt must be made to minimize cut and fill necessary for the construction of a home. Excess fill may not be placed on a homesite; it



must be legally disposed of outside of Bear Hollow Lakes. Retaining walls and level building pads may be utilized only where necessary. Pad grading for the intention of providing concrete slab, or slab on grade residences, is allowed but must obtain ARC approval, except for garages, terraces, outbuildings and basements.

Excavation or fill must be limited to 4 feet vertically outside of structure where exposed to view. However, the Architectural Review Committee reserves the authority to disapprove of any exposed excavation or fill transition that is abrupt, awkward or unnatural in appearance.

No excavation or fill will be permitted until the applicants' final Construction Documents have been approved in writing by the Architectural Review Committee and the Pre-Construction requirements have been fulfilled.

Actual wall heights and ground slopes will vary by location. Multiple retaining wall systems with intermediate landscaping must be used wherever a single wall would exceed four feet or otherwise appear excessively high, unless the impact to natural vegetation or other aesthetic conditions would be lessened. In some special cases high retaining walls may reduce the amount of disturbance to native vegetation and may be preferred. When constructing vertical retaining walls, consider sloping the base about 15 degrees from vertical to soften the impact of an otherwise vertical wall. Grading near the setbacks may not result in abrupt transitions to adjacent homesites or streets.

When cuts and fills are required, the maximum slope must be 2 to 1 to allow for natural vegetation, anything steeper than that will require an approved retaining wall unless special conditions exist on the site. Some special soil conditions may require a shallower slope such as 4 to 1.

### 3.5 Access Drives and Sidewalks

Driveways are encouraged to be natural stone, unit pavers, concrete, stamped colored concrete, or other pattern and texture methods approved by the Architectural Review Committee.

Asphalt drives will be permitted but must be maintained properly.

As a part of the landscape component, each lot shall have a 6 foot concrete sidewalk that follows the master landscape plan.



### 3.6 Garage Location

Driveway access and garage location lend significant shape to the design and placement of the home. One of the greatest contributors to negative feelings about residential subdivisions is the often-present row of garage doors aligned along the street with oversized driveways leading to them. Every effort must be made to keep this view from being prevalent at Bear Hollow Lakes. Garages should be located in such a way to minimize the impacts on adjacent lots, roads, common areas, etc.

Side entry garages are recommended except when it would require grading that may have more impact than a front facing garage or if height restrictions limit building orientation. This issue needs to be resolved during the Pre-design Meeting.

Where possible, locate the driveway where it requires the least amount of cut or fill. When planning a house at Bear Hollow Lakes, attempt to minimize the potential view of the garage doors from the street. The garage may be placed in a separate structure with or without an enclosed connection to the main house.

Garage massing and placement to not be dominant to the house in relation to entry or entry for people should appear dominant over the entry for vehicles, but never appear excessive in height. Overhangs above the doors and significant architectural detailing also must mitigate the visual impact of the garage doors.

The intent of these requirements is to minimize and direct views from community areas away from vehicular components of the home. Homesites in prominent locations may have additional requirements on garage door placement. These requirements will be communicated to the Architect at the Pre-Design Conference.

### 3.7 On -Site Parking

Each homesite must have an area for the parking of two guest automobiles within the Approximate Building Location. Homeowners, who possess trucks, buses, motor homes, campers, boats, trailers, motorcycles, or any other motorized vehicle other than a conventional automobile, must store or park such vehicles within an enclosed garage so as to be completely hidden from view. Vehicles as listed above are allowed on a lot for up to forty-eight(48) to seventy-two (72) hours, unless the ARC allows a variance to take place during construction, and then must be removed for a minimum of 5 days unless an extended stay permit is obtained from the ARC.



### 3.8 Utilities

Utility services are generally stubbed to the front property line of each home site. Gas, electricity, telephone and cable television service locations are clustered (usually with those of one adjacent homesite) in a utility easement located on one of the front corners of each homesite. The extension of services from these stub locations to the residence shall be the responsibility of each Owner, and shall be routed to minimize disruption to the natural landscape. All disturbed areas of the site must be restored to their natural condition as nearly as possible. Information regarding connection procedures may be obtained by contacting the respective utility companies. Natural gas service is available at Bear Hollow Lakes.

### 3.9 Walls and Fencing

Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes. In no case will site walls or fences be permitted to delineate the Approximate Building Location. It is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in close proximity to the residence for the purpose of privacy. Fencing may not outline the property line. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach outside the Approximate Building Location. Fencing material must be of metal, wood or stone. Alternative finishes, not specified in the guidelines, may be considered on a case-by case basis and in very specific applications. An approval of an alternative material or application on a specific lot does not guarantee an approval on a subsequent lot or additional project. The use of ornamental iron or other metal fencing is subject to approval by the Architectural Review Committee. Chain-link, plain concrete block, (unless veneered with stone) or wire fencing is prohibited. Structural retaining walls may not exceed an above natural grade height of four feet unless otherwise approved.

Retaining walls may be constructed of cast concrete or concrete masonry units; however, all exposed surfaces and edges must be stone veneer, or stacked rock so as to blend unobtrusively with its natural surroundings and appear to grow out of the ground in an authentic way. The retaining wall must not have a veneered look. Maximum height of stack rock walls is four feet above finish grade unless otherwise approved by a licensed engineer.



### 3.10 Outdoor Storage and Trash Receptacles

Outdoor areas housing trash receptacles, firewood storage, maintenance or service equipment such as snow blowers, etc., or overflow storage shall be screened or concealed from all adjacent properties by a wall or fence conforming with Section 3.9. Firewood may be stored in an unscreened area provided it is neatly stacked in an inconspicuous location.

### 3.11 Mechanical and Electrical Meter Equipment

All electrical meters, gas meters, irrigation controls and mechanical units must be screened. No roof mounted or wall mounted mechanical equipment will be permitted. (Examples include but are not limited to: air conditioning units, swamp coolers, etc.) Any exterior mechanical equipment utilized must be ground mounted adjacent to the residence and hidden from view by walls of sufficient height to fully screen it and buffer sound as well. Equipment must be placed with consideration to the adjacent homesite, so as to minimize noise intrusion on the outdoor living spaces. All utilities must be located underground as no overhead power lines are permitted.

### 3.12 Antennae and Satellite Dishes

When possible, satellite dishes, television or radio aerials or antennas should be installed so as to be screened from the road, adjacent homesites or public areas. No satellite dish may be installed that is larger than 39" in diameter.

### 3.13 Signage and Address Identification

Address markers, entry gates, sculptures, for sale signs, and any other yard art must be approved by the Architectural Review Committee prior to its installation. Applications installed without ARC approval will either be subject to removal at the owner's expense or, if the installation complies with the design guidelines, the applicable fee will be applied. (reference attached fee structure)

### 3.14 Site Lighting

Bear Hollow Lakes has been designed with a low level uniform street lighting scheme. In order to maintain a dark sky, no additional lighting by an Owner may occur adjacent to the right-of-way. Additional site lighting



is permitted within an Approximate Building Location, provided such lighting does not result in excessive glare toward the street or neighboring properties. All exterior lighting must be of a low level subdued intensity with the source of light fully shielded and directed downward, and is subject to approval by the Architectural Review Committee. Security lighting must also comply with the shielding requirement and be connected to a timed motion detector. Harsh interior light such as created by lighted skylights or garage fluorescent lights when the garage has windows is prohibited due to its effect on the dark sky.

### **3.15 Swimming Pools, Spas or Hot Tubs**

Swimming pools, spas, or hot tubs, if any, must be designed as a visual extension of the residence through the use of walls or decks and must be shielded from view. All pools and spas must be constructed according to Box Elder County regulations. All pumps, motors, and heaters must be fully screened from view from the street, adjacent homesites, the lakes, or public areas. Additionally, the noise must be dampened so as to be quiet from adjacent homesites, the lakes, and public areas.

Fixed screening designs should be consistent or complimentary with the exterior materials of the home. Should a homeowner choose to screen with vegetation it will be required to fully and properly screen the facility on a year round basis.

Depending upon the nature of the home and the building site, an owner may be required to screen such features with a mix of vegetation, walls and decks.

### **3.16 Tennis, Sport Courts, and Basketball Posts**

Sport courts will only be allowed when acceptable measures to minimize their impacts are included in the plan. Wall-mounted or freestanding basketball goals may be allowed subject to Architectural Review Committee approval. Support posts of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surrounding, and the backboard must be clear. Portable basketball hoops are not allowed.

### **3.17 Play Structures**



Play structures, trampolines, swing sets, slides, or other such devices are allowed only when the application is made in advance with the Architectural Review Committee. Approval for such equipment may be granted when it is proposed to be placed within fenced, rear yard areas, is constructed and finished with materials which are complementary to the structure, is limited in height to eight feet or less, and for which the colors of the equipment are in keeping with the intent of these guidelines. Generally, timber and dark-colored, powder coated, steel structural components are allowed, plastic (especially brightly colored plastic) is not.

### **3.18 Home site Restrictions**

No more than one residence may be constructed on any homesite. When two or more lots are purchased together the Approximate Building Locations may be combined to form one lot. The height and visual impact of larger houses on combined lots will be assessed by the Architectural Review Committee on a case-by-case basis and may result in special restrictions. This will be resolved during the Preliminary Sketch Review. Other outbuildings such as detached garages or sheds may be constructed, provided they are a visual extension of the main residence. Such "complexes" are subject to approval by the Architectural Review Committee prior to construction and any other required governmental authorities.

### **3.19 Guest House**

Guest Houses are permitted with ARC & county approval. All Guest Houses must be within the Approximate Building Location.

### **3.20 Personal Docks**

One dock may be constructed per lot provided they follow the restrictions laid out in this section and shown on the dock build zone detail in the appendix.

No modification to the shoreline of the lake will be allowed for protection of the water quality. Written approval on all proposed dock locations and construction must be obtained from the Architectural Review Committee prior to construction.

In order to obtain approval for dock construction from the Architectural Review Committee, a site plan showing the proposed location of the dock





as well as construction documents of the dock detailing the size, height, and material type of the dock will be required. Workmanship on a dock must be of top quality and final approval/inspection of the dock by the ARC will be required with a written letter of final compliance and approval. If docks are not constructed per approved drawings or completed in a timely manner or to proper quality standards appropriate fees will be issued from the ARC until the dock is brought within compliance and the letter of final compliance received. Written approval by the ARC will be required prior to any modification to the bottom contour of the lake. Very special consideration shall be given for docks in the no washback zone with no rollers accepted. Docks shall be located no closer than 15 feet to side property lines with the exception of the lot line between lots 9 and 10 where the minimum distance will be 25' from the property line. Variances to these setback distances from the side lot lines to the nearest edge of the dock may be granted on a case by case basis by the ARC when requested by the lot owner. A good cause argument for the dock location variance must be supplied by the lot owner to the ARC as part of the variance proposal. All lakeside shores on each lot shall be lined with approved sand. Approved sand shall be Parsons White Sand, matching that at the clubhouse, or equal.



# ARCHITECTURAL DESIGN

## CONTENTS IN THIS SECTION

- 4.1 Architectural Theme and Style
- 4.2 Design Elements and Details
- 4.3 Building Size
- 4.4 Accessory Buildings, Pools, and Hot Tubs
- 4.5 Energy conservation, sustainability

### 4.1 Architectural Theme and Style

At Bear Hollow Lakes, there is a general Coastal/Craftsman theme and style. It is understood that within this general theme, can be found many styles that encourage a sense of identity and offer flexibility to our land owners. Any design styles that do not incorporate main characteristics of either a coastal or craftsman style home must be approved by the ARC prior to beginning the initial design.

### 4.2 Design Elements and Details

Design elements and details are critical at Bear Hollow Lakes, as they encourage strong character and increased interest within the community. Each home should be inviting and maintain an identity of its' own.

#### 4.2.1 360 Degree Design

360 Degree Design is the continuation of design elements and details on all sides of the home.

*Ex: A homeowner chooses to have stone on the front elevation of their home but decides to not have it on the sides or rear, as they are less seen by the public, and would add cost to the project. (This is not 360 Degree Design)*

At Bear Hollow Lakes it is required to design all sides of the structure with a same amount of detail/character as the most emphasized side, which is typically the front façade. In order to encourage and regulate 360 degree design, the suggested ratios shown below shall be used a guideline:

Front:	50% masonry
Sides and Rear:	25% masonry

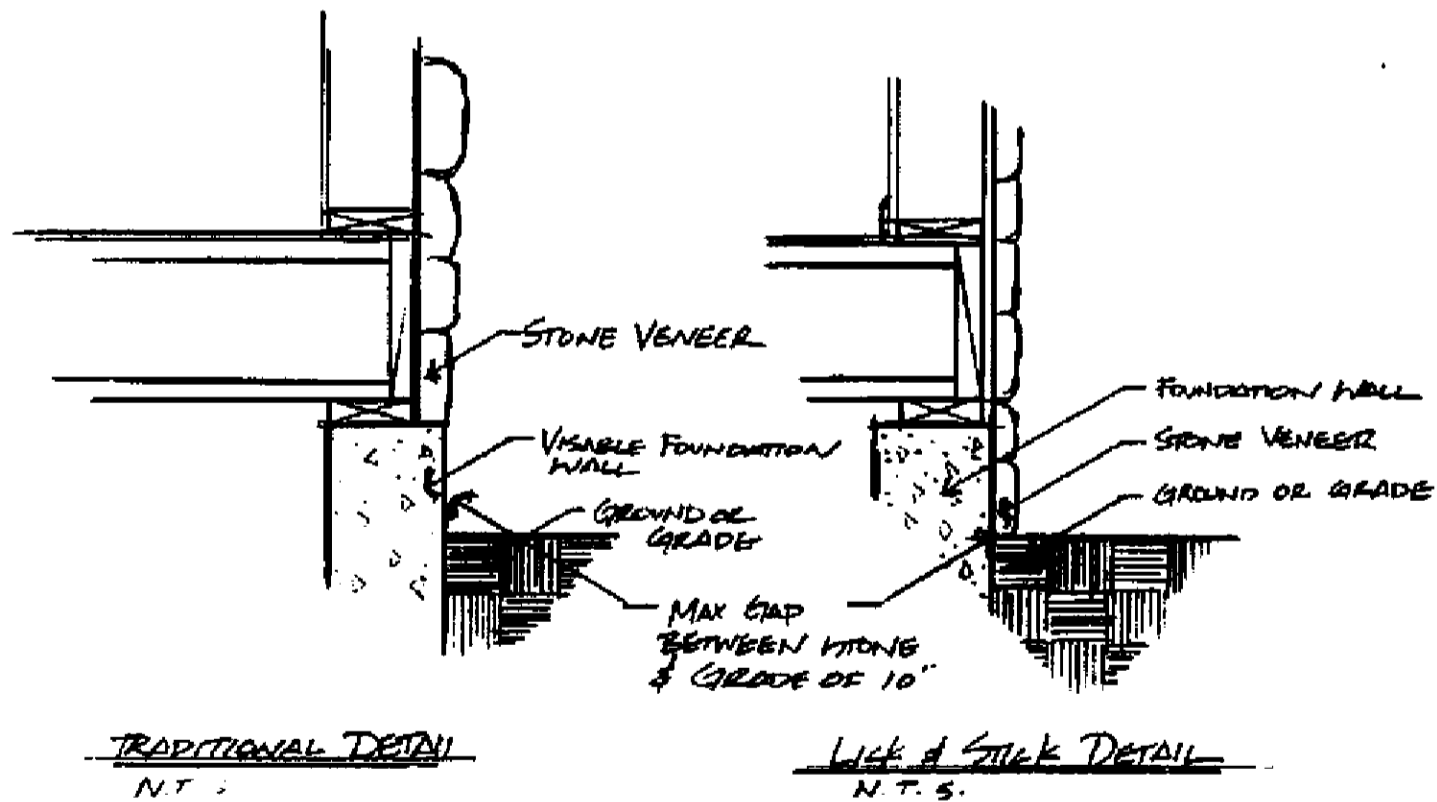


As the percentages above are minimums, the ARC shall determine whether a design has accomplished 360 degree design or not. The ARC will then give suggestions to meet this requirement for approval.

IMPORTANT NOTE: The ARC may allow a design with less masonry than the ratios shown above if it is required to keep with a certain style of home. Typically stone or brick adds to a the design, but the ARC will approve different scenerios on a case by case basis.

#### 4.2.2 Exposed Foundation

The feel of a beautifully designed home can be spoiled by simply exposing too much of the foundation walls. Extra care **MUST** be taken in order to step the foundation to follow closely with the proposed grade. The "Lick and Stick" method is encouraged to avoid unsightly foundation walls. The "Lick and Stick" method allows the builder to face the foundation walls with a Masonry veneer. This is preferable in order to have the masonry run down to the proposed grade. A maximum of 10 inches between the grade and top of foundation will be allowed on the home. (See illustration below)



### 4.2.3 Structural Dimensions and Roof Lines

It is important for structures at BHL not to appear as a box with a lid. Jogs in the foundation, as well as cantilevers are required to give greater dimension to the home. The roof needs to be interesting and compliment the overall design, rather than appear only functional. The guidelines below will help to add greater dimension to your homes design and add the interest and character required for all home at BHL.

- Wall segments shall not be longer than 20 feet without a jog or cantilever
- Walls shall not extend vertically more than 20 feet without a visual break
- Different roof pitches and materials are required
- Minimum main roof pitch of 6:12, minimum accent pitch of 3:12
- No roof ridge lines longer than 30 feet, without a visual or structural break
- Roof elements such as dormers, chimneys, cupolas, and ridge vents, etc. are encouraged

### 4.2.4 Exterior Materials

Quality, lasting exterior materials are required at BHL.

Encouraged materials: cement board siding, composite siding, brick, stone, timbers, accent metal roofing, 30 yr. architectural shingles

Prohibited materials: aluminum and/or vinyl siding, cement block, stucco.

All other materials will be reviewed by the ARC on a case by case basis.

### 4.2.5 Colors and Finishes

Colors and finishes are to be approved by the ARC. Special consideration will be taken to blend with surroundings and neighboring structures.

In general, extreme color schemes will not be allowed.

### 4.2.6 Exterior Lighting

Mindful of light pollution, BHL will require a cut sheet for all exterior lighting to ensure they fulfill all the requirements listed below.



**Requirements:**

- Bulbs should not be visible
- Fixtures should portray the architectural style
- Careful balance of light intensity (too much vs. too little, collectively)

**4.2.7 Doors, Windows, and Skylights**

Doors and windows offer extended views and allow natural light into the home. Another important function of both doors and windows is to create balance and harmony on the exterior of the home. The ARC may require the addition, subtraction, or relocation of windows and doors on the home in order to create a more unified balance.

Skylights are often distracting on the exterior of the home. For this reason, skylights are typically not allowed. However, they may be considered on a case by case basis by the ARC.

**4.3 Building Size**

As our homes are often our most valuable asset, the guidelines listed in 4.3.1 are critical in protecting that asset. Without building size requirements, homes can lose their value.

**4.3.1 Building Sizes**

If the lot in Bear Hollow Lakes was purchased and closed prior to November 1<sup>st</sup> of 2014 the building size requirements shall be the following "The minimum home size at BHL is 1,800 square feet for single level homes, and 2,500 square feet for two story homes of heated space located above grade with at least a two car garage. This does not include porches, patios, decks, garages, or accessory buildings".

If the lot in Bear Hollow Lakes was purchased and closed after November 1<sup>st</sup> of 2014 the building size requirements shall be the following "The minimum home size at BHL is 2,400 square feet for single level homes, and 3,200 square feet for two story homes of heated space located above grade with at least a three car garage. This does not include porches, patios, decks, garages, or accessory buildings".

Boats, RV's, vehicles, and other equipment should be stored within an enclosed garage. No lean-tos, carports, awnings, or similar open storage facilities shall be allowed.



#### **4.4 Accessory Buildings, Pools, and Hot Tubs**

(See site planning guideline section 3)

#### **4.5 Energy Conservation/ Sustainability**

Energy collection and conservation shall be approved on a case by case basis. Solar panels, water storage, etc. must be done tastefully and shall be up to the ARC to determine whether it can be done in the desired application.

In most cases, the home will need to be designed to support solar panels, etc. to get the proper use out of them, as well as to shield the application properly from the public's view.



# LANDSCAPE GUIDELINES

## CONTENTS IN THIS SECTION

- 5.1 General Landscaping
- 5.2 Fencing
- 5.3 Pools, Jacuzzis, and Hot Tubs
- 5.4 Lot Ancillaries & solar arrays
- 5.5 Exterior Lighting
- 5.6 Individual Lot Docks

### 5.1 General Landscaping

All irrigated landscaping must be irrigated by an automatic, underground sprinkling system using the secondary water system. Landscaping must include a minimum of (4) 2-inch caliper trees, located no further apart than 30 feet, with in the lot as well as a selection of trees, shrubs and landscape along the front of the lot along Slalom Way in order to coordinate with the master landscape plan. Those lots that have access pathways adjoin or row within their lots should design their landscape to compliment these areas. Ground covers such as mulch, topsoil, decorative rock, sod, concrete, cement or masonry products, pavers, bark, brick, cobblestone, tile, terrazzo, slate, gravel and curbing are suggested. The use of materials that will blow into the lakes is not permitted. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each lot and all improvements therein shall be maintained continuously by the owner of the lot. The lot owner shall be responsible for making sure that run-off water does not migrate onto an adjacent property owner's property, including property owned and maintained by the HOA. Each landowner shall control the subsurface water on their own property and will be responsible for damages resulting from failure to maintain control of this surface run-off water.

### 5.2 Fencing

All fences must be approved by the BHARC. All fences have a six foot maximum height. No fence shall be constructed within 3 feet from sidewalk or in views corridor. No fence or wall shall be constructed of chain link, vinyl coated chain link, cedar, wire mesh, slump block or vinyl. Fences shall be brick, stone or wrought iron.



### 5.3 Pools, Jacuzzis, and Hot Tubs

The size, shape, and location of a pool, hot tub or Jacuzzi are subject to the BHARC written approval. Above ground pre-manufactured pools are not permitted, however above ground hot tubs or Jacuzzis are permitted if appropriately screened from the lake and from adjacent properties. Pool and pool equipment enclosures must be architecturally related to the dwelling in their placement, mass and detail and be located in a screened area to have minimal impact of adjacent lots and from the lake.

### 5.4 Lot Ancillaries and Solar Arrays

No antennae or satellite dish above the roof line will be allowed. Satellite dishes with a diameter of greater than one meter are prohibited. All solar panel use must be approved by the BHARC. No solar energy or collector panels or attendant hardware shall be constructed or installed on the property without the prior written consent of the BHARC. No clothes lines are allowed. Propane tanks must be buried.

### 5.5 Exterior Lighting

All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the project. Colored landscaping lighting shall be prohibited unless approved by the BHARC. All artificial lighting visible from outside the lot shall be subject to review and approval of the architectural review committee. The design and installation of all lighting shall limit fugitive light impacts to a non-significant level.

### 5.6 Individual Lot Docks

All individual lot docks must be approved by the BHARC. Docks must not interfere with the safety or use of the lake. All skiing rotations will begin at the common boat dock. No skiing from any individual lot docks. BHARC at its discretion may disallow an individual dock for any reason. Dock locations and projections into the lake must comply with the criteria shown on each individual lot features map.





# CONSTRUCTION REGULATIONS

## CONTENTS IN THIS SECTION

- 6.1 Time Requirements
- 6.2 Building Envelope
- 6.3 OSHA Compliance
- 6.4 Trash Receptacles and Debris Removal
- 6.5 Sanitary Facilities
- 6.6 Vehicles and Parking Areas
- 6.7 Dust and Noise Control
- 6.8 Material Deliveries and Parking
- 6.9 Firearms and Weaponry
- 6.10 Alcohol and Controlled Substances
- 6.11 Fires and Flammable Materials
- 6.12 Preservation of Property
- 6.13 Protection of Subdivision Improvements and Restoration of Property
- 6.14 Daily Operation
- 6.15 Construction Insurance Requirements

### 6.1 Time Requirements

There is no time requirement to begin home construction. The lot must be fully landscaped within 15 months of the closing date of the lot purchase. The ARC may allow variances from this by planting, cutting and maintaining an alfalfa crop, however the required sidewalk must be installed and a minimum of 4 trees must be planted along Slalom Way within 15 months. Lots with homes under construction within the 15 months of closing date will be given a 6 month extension on completing their landscaping following the completion of the home. The construction of a new home shall be allowed 12 months of construction time from the date of the first on-site work until the home is complete and ready for occupancy.

### 6.2 Building Envelope

The building envelope, as it defined the suggested boundary for the limit of development on each homesite, is the area within which the construction of the home shall be confined.

### 6.3 OSHA Compliance

Any and all applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times by every owner, architect, builder, or other person related to the construction of improvements on the BHL Homesite with which these persons are associated.



#### 6.4 Trash Receptacles and Debris Removal

All Owners shall be responsible for seeing that all of his/her Builder(s) working within BHL shall clean up all trash and debris at the end of every day. A pre-approved trash receptacle with a proper cover must remain on the Site at all times so as to contain all lightweight materials and packaging. The covered trash receptacle must be positioned on the Site alongside the access drive so that it stands completely clear of side and rear setbacks, adjacent road right(s)-of-way, neighboring Homesites, Open Spaces, and Common Areas. Trash receptacles must be emptied on a timely basis to avoid refuse overflow. Trash disposal shall occur at a suitable facility which is off of the Site. Any and all persons are prohibited from dumping, burying, and/or burning trash anywhere on the Homesite or anywhere in BHL. Heavy debris (i.e. broken stone, wood scrap, refuse concrete, etc.) shall be removed from the Site immediately upon completion of the work of each trade responsible for generating the debris.

All concrete washouts (from both trucks and mixers) must occur within the Homesite's building envelope, in a location where it will ultimately be concealed by structure or covered by backfill. Washout occurring in road rights-of-way, in setbacks, or on adjacent properties is strictly prohibited. During each Homesite's construction period, such Site shall be kept neat and properly maintained, so as to prevent it from becoming a public eyesore or a detriment to other Homesites, Open Spaces, Common Areas, or roadways. All dirt, mud, and/or debris resulting from the Homesite's activity shall be promptly removed (i.e. within less than 48 hours) from public roads, private roads, Open Spaces, Common Areas, Homesites, driveways, and all other portions of BHL.

The Owner shall pay all clean-up costs incurred by the Committee or by the Development in enforcing these requirements.

#### 6.5 Sanitary Facilities

Each Owner shall be responsible for seeing that his/her Builder(s) provide adequate sanitary facilities on the applicable Homesite for his/her workers during Site construction. Portable toilet facilities shall be located within the Homesite's building envelope, shall be clear of all setbacks, shall be placed in a discreet location, and shall be properly maintained for sanitary purposes.

#### 6.6 Vehicles and Parking Areas

Builder(s) shall not park on, or otherwise use, undeveloped portions of Homesites, Open Spaces or Common Areas. All vehicles must always be parked within the building envelope or on the adjacent roadway and



positioned such as not to block traffic. Construction or related vehicles may never be parked on neighboring Homesites, in nearby driveways, in Common Areas, or on Open Space. Any oil changing or other vehicle maintenance is strictly prohibited. The particular Homesite Owner shall be responsible for restoring Damage caused to any native vegetation, revegetation, or roadway by parking along the street frontage. The Committee may, at its sole discretion, require such vegetation restoration by the Owner at any time during construction or as a precondition to passing the Final Inspection and Final Release step of Design Review for the Homesite.

### **6.7 Dust and Noise Control**

The Owner shall be responsible for seeing that his/her Builders sufficiently control dust, debris, and noise which occur as a result of construction on the Homesite. This requirement includes, but is not limited to the removal of all dirt and mud (which is in any way a result of construction activity on the Homesite) from public and private roads. Sounds coming from radios or any other audio equipment used by Builders and/or any persons on the Homesite during construction shall never be audible beyond the Lot line of any Homesite. At the Committee's discretion, repeated violations of this sound provision will cause a total prohibition of any on-site use of radios and/or audio equipment during construction on the Homesite.

### **6.8 Material Deliveries and Parking**

All building materials, equipment, and/or machinery required to construct a home on any Homesite at BHL shall be delivered directly to the building envelope of that particular Homesite, and the materials shall always remain within the lot envelope of each Homesite.

All construction traffic and deliveries must be made through the construction entrance. No construction traffic is allowed through the main entry or on the Bear Hollow Drive Hill.

The above requirement encompasses but is not limited to the following: all building materials, earth-moving equipment, trailers, generators, mixers, cranes, and/or any other equipment or machinery that will remain at BHL during night hours. As well, material delivery vehicles may never drive across neighboring Homesites, Open Spaces, Common Areas, or land tracts to access a neighboring construction Site.

### **6.9 Firearms and Weaponry**

The possession and/or discharge of any type of firearm or weaponry by Builders or other persons working in connection with any Homesite is strictly prohibited on any construction Site, Homesite, land tract, Open



Space, Common Area, roadway, and right-of-way at BHL, and shall warrant proper legal consequences.

### **6.10 Alcohol and Controlled Substances**

Consumption of alcohol and/or the use of any controlled substance by any and all Builders or other persons working on any construction Site, Homesite, land tract, Common Area, roadway, and/or right-of-way at BHL is strictly prohibited and shall warrant proper legal consequences.

### **6.11 Fires and Flammable Materials**

The careless disposition of cigarettes and/or other flammable materials, any build-up of potentially flammable materials, and/or allowing any activity which could contribute to any kind of fire hazard are always strictly prohibited at BHL. As well, any on-Site fires (excepting small, confined, attended fires purported to heat masonry water and which have been pre-approved by the Committee) are prohibited on any property at BHL.

### **6.12 Preservation of Property**

Builder(s) or other persons connected to construction on any BHL Homesite are strictly prohibited from using any neighboring Homesite, Open Space, Common Area (including all common amenities), or roadway as a means of transit and/or passage.

Builder(s) and other persons shall also refrain from parking on, eating on, depositing rubbish and/or scrap materials (including any and all concrete washout which may occur) on, and/or disturbing or damaging in any way any neighboring Homesite, land tract, Open Space, Common Area, and/or right-of way.

The Development may, in its sole discretion, appropriately fine such Builder(s) and/or persons for participating in any such property destruction or damage.

### **6.13 Protection of Subdivision Improvements and Restoration of Property**

Each Owner shall be responsible for completely protecting any and all Community, Subdivision, and Village improvements including but not limited to the following: roadways, Common Areas, lake-related improvements, and improvements on any other Homesite from any and all Damage and damaging effects (no matter how small) caused by activities conducted by such Owner's Builder(s).

Upon the completion of construction of each Bear Hollow Homesite, such Homesite Owner shall be responsible for seeing that the Builder(s) completely cleans the Site and repairs any and all property which has been affected



and/or damaged in any way, including but not limited to the following: restoring all landscape grades; replanting and/or planting shrubs; trees; and/or other vegetation as approved and/or required by the Committee; repairing any and all streets; roadways; driveways; pathways; drains; culverts; ditches; signage; lighting; fencing; and effects caused by Damage to Homesites, Common Areas, Open Spaces, shorelines, or roadways. In addition to compensating Builder(s) for their work conducted to construct improvements on a Homesite, the Owner of such Homesite shall be held financially responsible for Site restoration, Site revegetation, refuse removal, and all other repair to any and all adjacent properties when such damage resulted from trespass, violations, and/or negligence by any Builder(s) working in connection with construction on the Owner's Homesite. The Owner shall be responsible for reimbursing the Development for any repair and restoration necessary to cure such damage as well.

#### **6.14 Daily Operation**

Daily working hours which apply to every BHL Homesite under construction shall be 7:00 a.m. to sunset, Monday through Saturday. Any and all construction activity which could possibly generate noise which is audible from the boundaries of any other Homesite (i.e. hammering, sawing, excavation work, concrete delivery, etc.) shall be confined to the hours of 7:00 a.m. to the earlier of 6:00 p.m. or Sunset, Monday through Saturday. Any and all noisy activity at BHL is prohibited on the Sunday of each week within 600 feet of occupied homes.

#### **6.15 Construction Insurance Requirements**

The Homesite Owner shall be responsible for seeing that all Builder(s) working on the Owner's Homesite provide evidence of appropriate insurance with the Owner prior to entering BHL. The Committee, in its sole discretion, shall have the authority to require each Homesite Owner to provide proof of all such insurance as a precondition to construction commencement on the Homesite.

Proper construction insurance is required for every Homesite at BHL; and, at the very least, such insurance must evidence the following:

1. Proof of insurance shall be evidenced in the form of a valid Certificate of Insurance naming both the Homesite Owner and BHL as the certificate holders.
2. The insurance shall provide coverage which is not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability, and workmen's compensation.
3. The insurance shall have minimum limits of liability which are not less than \$500,000 for general liability coverage and which are not less than \$500,000 for automobile liability coverage.



4. General liability coverage shall contain provisions for contractual liability and provisions for broad form property damage.
5. The Certificate of Insurance shall contain a provision which ensures a 30-day notice will be given to all certificate holders in the event of cancellation of insurance or any material change in the limits of insurance coverage.



## **APPENDICES**

### **Appendix A:**

**Drawings required for the Preliminary Sketch Review are listed below:**

- Preliminary Sketch review form filled out (see appendix A)
- Floor plans (all levels shown with rooms labeled and overall sq. footage per level noted)
- Elevations with exterior material callouts (Min. Front & Rear Elevations required, height)
- Rough site plan (showing lot lines, building envelope, proposed building footprint rough grading and hardscape)

### **Appendix B:**

**Requirements for the Pre-engineered Design Review listed below:**

- Final Plan Approval form filled out (see appendix B)
- Exterior material/color board(can be digital)
- PDF Full set of Construction drawings(excluding structural shts.)
- Site plan(see section 3 – site guidelines, for all requirements)
- Landscape plan(submitted any time prior to construction)



# PRELIMINARY SKETCH REVIEW



Date submitted: \_\_\_\_\_ Date reviewed: \_\_\_\_\_ Date returned: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Lot #: \_\_\_\_\_

Architect/designer: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Main Level Sq ft: \_\_\_\_\_ Upper Level Sq ft: \_\_\_\_\_ Lower Level Sq ft: \_\_\_\_\_ Total: \_\_\_\_\_

## Required Drawings:

- Floor Plans (All levels shown with rooms labeled and overall square footage per level)
- Elevations (Including material call outs, grade changes, and heights)
- Site plan (Rough site plan including lot lines, building envelope, proposed building footprint, and rough grading and hardscape)



# FINAL PLAN APPROVAL



Date submitted: \_\_\_\_\_ Date reviewed: \_\_\_\_\_ Date approved: \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Lot #: \_\_\_\_\_

Architect/designer: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

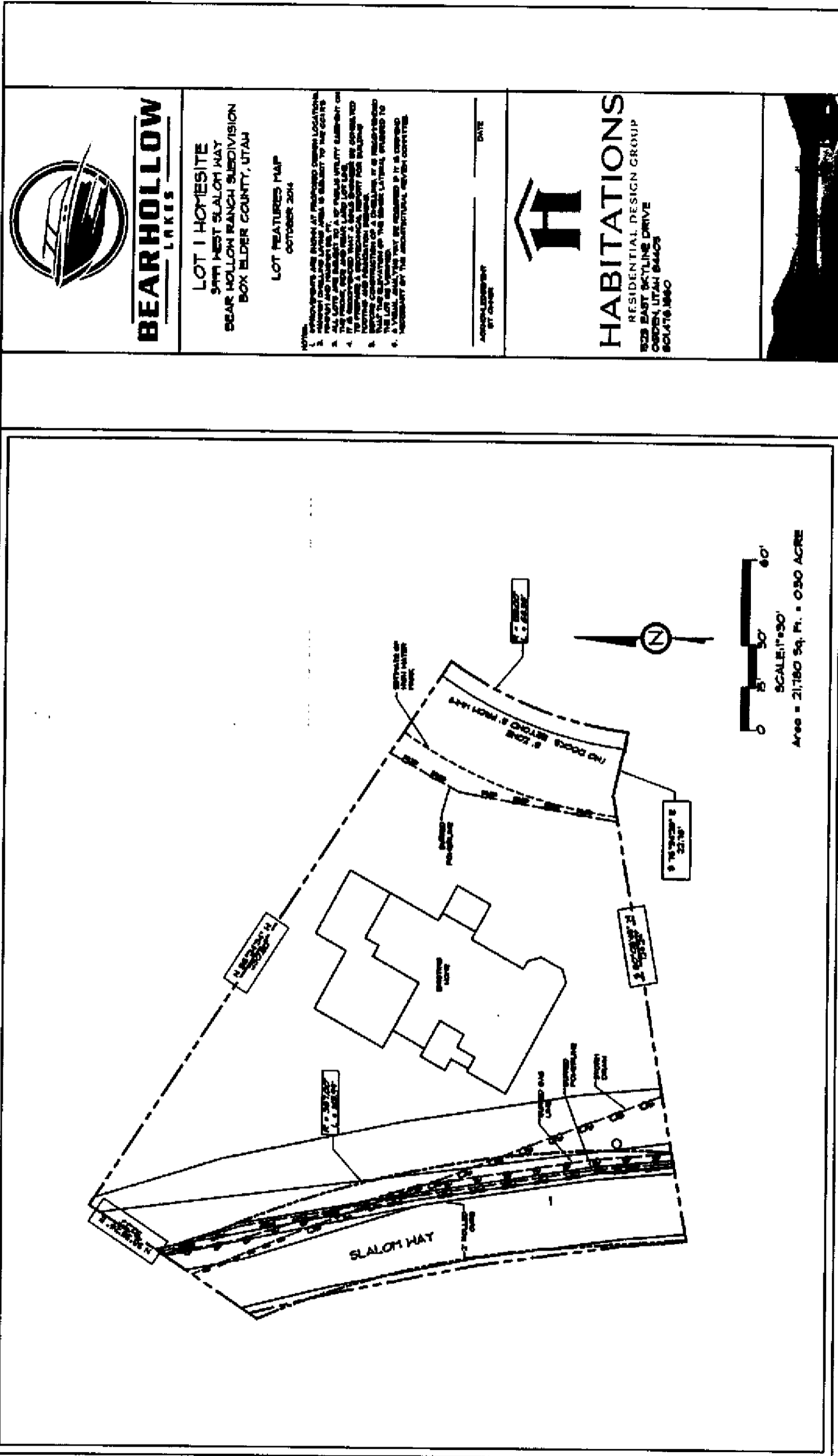
Potential Contractor/builder: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Main Level Sq ft: \_\_\_\_\_ Upper Level Sq ft: \_\_\_\_\_ Lower Level Sq ft: \_\_\_\_\_ Total: \_\_\_\_\_

## Required items:

- Exterior material/color samples (can be digital)
- PDF Full set of construction drawings (excluding structural engineering sheets/details)
- Site plan (see section 3 – site guidelines, for all requirements)
- Landscaped plan (submitted any time prior to construction)




**BEARHOLLOW**  
LAKES


**LOT 1 HOMESITE**  
5771 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
OCTOBER 2014

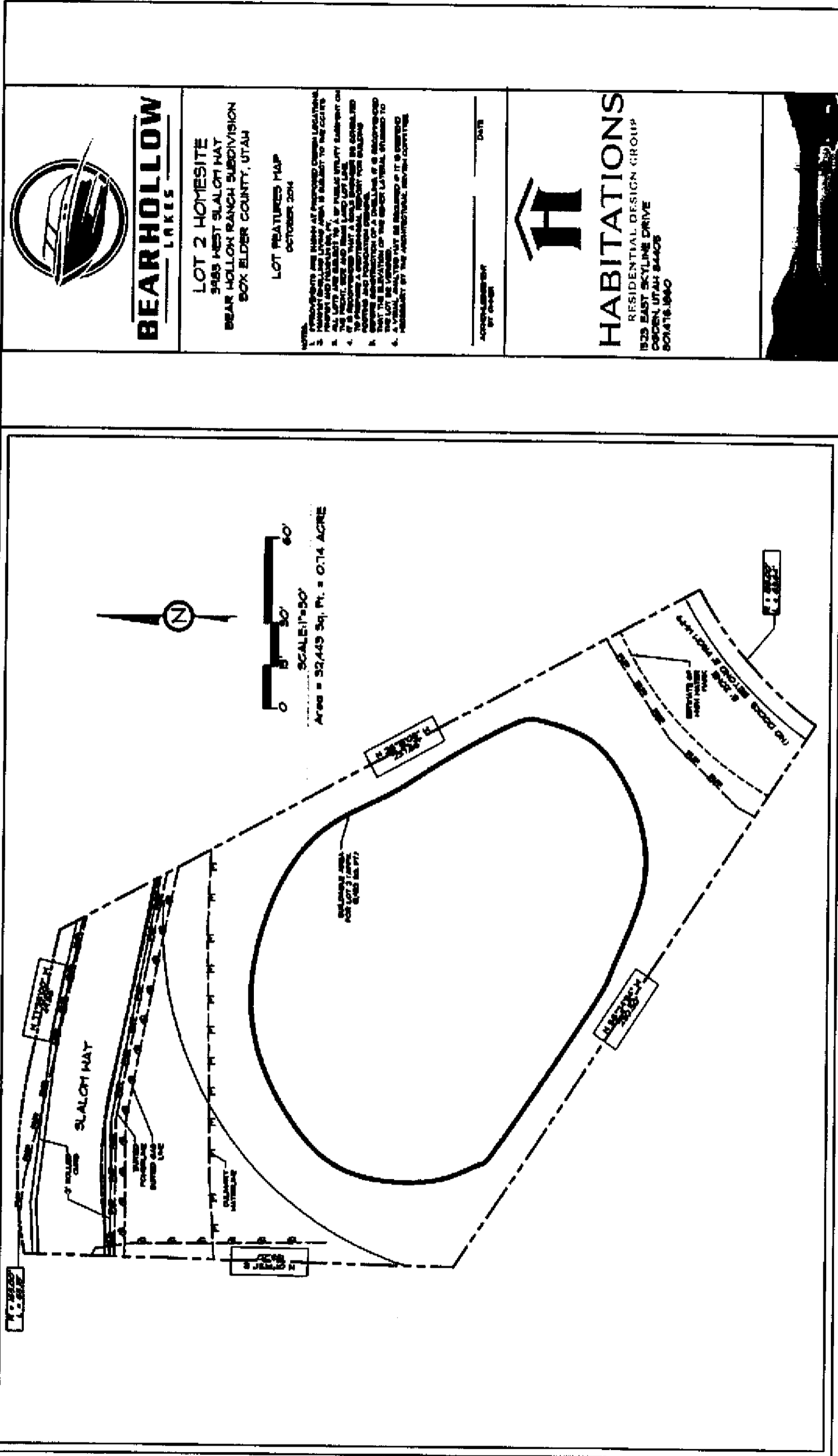
**NOTES:**

1. DIMENSIONS ARE SHOWN AT PROPOSED CORNER LOCATIONS.
2. PROPERTY CHALLENGE LAYERS ARE SUBJECT TO THE COUNTY RECORD AND RECORDS DEPT.
3. THE PROPERTY CHALLENGE LAYERS ARE SUBJECT TO THE COUNTY RECORD AND RECORDS DEPT.
4. IT IS RECOMMENDED THAT A SURVEY BE CONDUCTED TO VERIFY THE DIMENSIONS AND CORNER LOCATIONS.
5. THE PROPERTY CHALLENGE LAYERS ARE SUBJECT TO THE COUNTY RECORD AND RECORDS DEPT.
6. THE PROPERTY CHALLENGE LAYERS ARE SUBJECT TO THE COUNTY RECORD AND RECORDS DEPT.

APPROVAL/REVISION BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
823 EAST SKYLARK DRIVE  
COURT UTAH 84002  
801.788.1840



**LOT 2 HOMESITE**  
3945 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
OCTOBER 2014

- NOTES:
1. DIMENSIONS AND SHOWN AT PROPOSED CORNER LOCATIONS.
  2. PROPERTY BOUNDARIES AND AREA IS SUBJECT TO THE COULDS PROPERTY AND RECORDS.
  3. THE PROPERTY BOUNDARIES AND AREA IS SUBJECT TO THE COULDS PROPERTY AND RECORDS.
  4. IT IS RECOMMENDED THAT A SURVEY BE CONDUCTED TO DETERMINE A CORNER LOCATION, PROPERTY FOR SURVEY, CORNER AND PROPERTY RECORDS.
  5. THE SURVEYOR HAS CONDUCTED A VISUAL ANALYSIS OF THE LOT AND HAS DETERMINED THAT THE BOUNDARIES OF THE LOT ARE CORRECT.
  6. A VISUAL ANALYSIS HAS BEEN MADE OF THE LOT AND HAS DETERMINED THAT THE BOUNDARIES OF THE LOT ARE CORRECT.
- APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
1325 EAST SKYLINE DRIVE  
COURT UTAH 84403  
801.716.1840



**BEARHOLLOW  
LAKES**

**LOT 9 HOMESITE**  
 3945 WEST SLALOM WAY  
 BEAR HOLLOW RANCH SUBDIVISION  
 BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
 OCTOBER 2004

- NOTES:
1. PROPOSED AREAS SHOWN AT PROPOSED COMMON LOCATIONS FOR WATER CALLING ARE SUBJECT TO THE OCCURRENCE OF WATER AND FUTURE DEVELOPMENT.
  2. THE PROPOSED AREAS SHOWN AT PROPOSED COMMON LOCATIONS FOR WATER CALLING ARE SUBJECT TO THE OCCURRENCE OF WATER AND FUTURE DEVELOPMENT.
  3. IT IS RECOMMENDED THAT A SOIL SAMPLE BE COLLECTED TO DETERMINE A WATER TABLE REPORT FOR BUILDING AND FUTURE DEVELOPMENT.
  4. THAT THE EXISTENCE OF A WATER TABLE IS RECORDED TO THE LOT AS SHOWN.
  5. A WATER TABLE MAY BE REQUIRED IF IT IS DETERMINED BY THE ARCHITECTURAL REVIEW COMMITTEE.

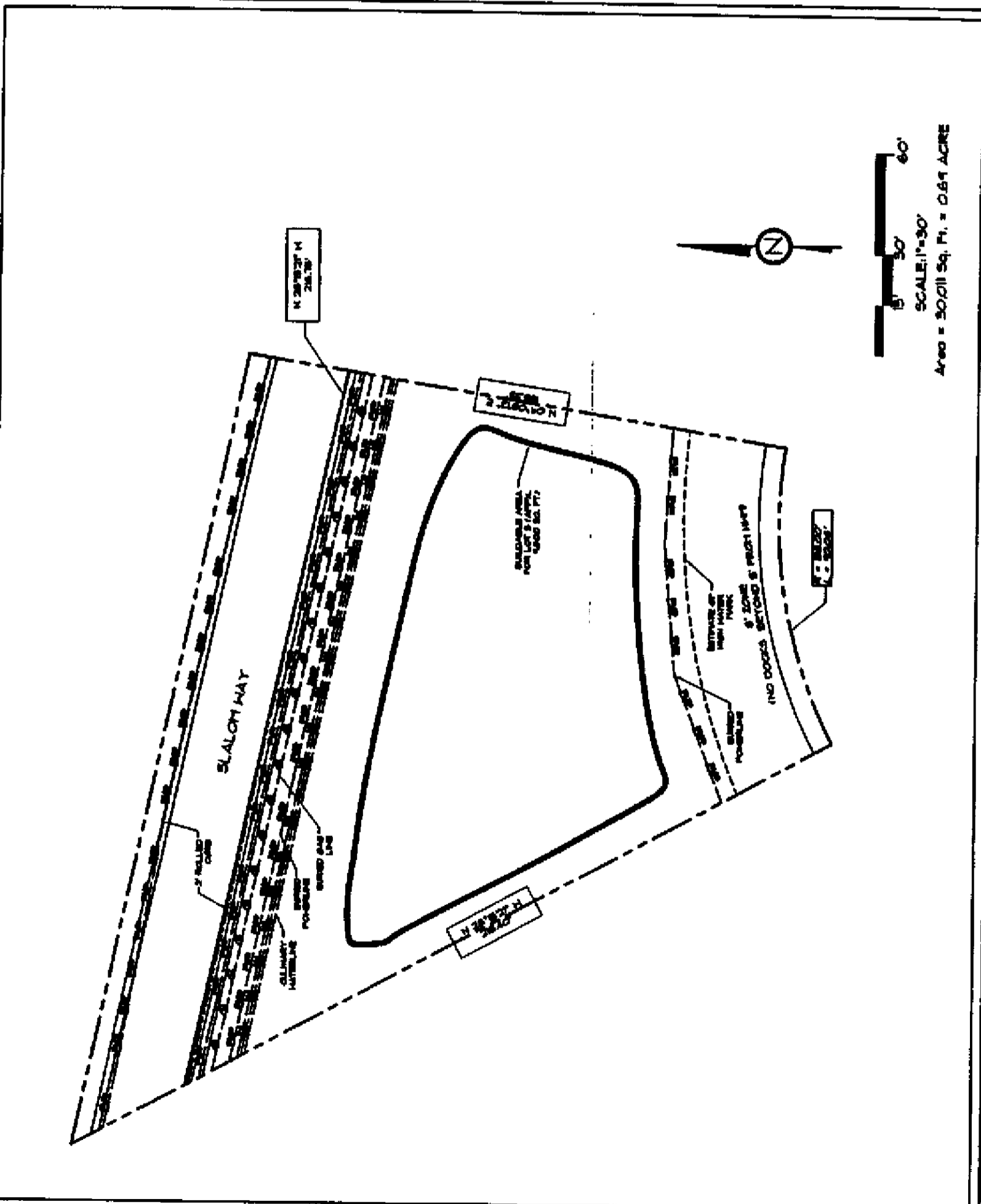
APPROVALS BY OWNER

DATE



**HABITATIONS**

RESIDENTIAL DESIGN GROUP  
 825 EAST SKYLINE DRIVE  
 COCOON, UTAH 84408  
 801.476.1860





**BEARHOLLOW  
LAKES**

**LOT 4 HOMESITE**  
 3951 WEST SLALOM WAY  
 BEAR HOLLOW RANCH SUBDIVISION  
 BOX ELDER COUNTY, UTAH

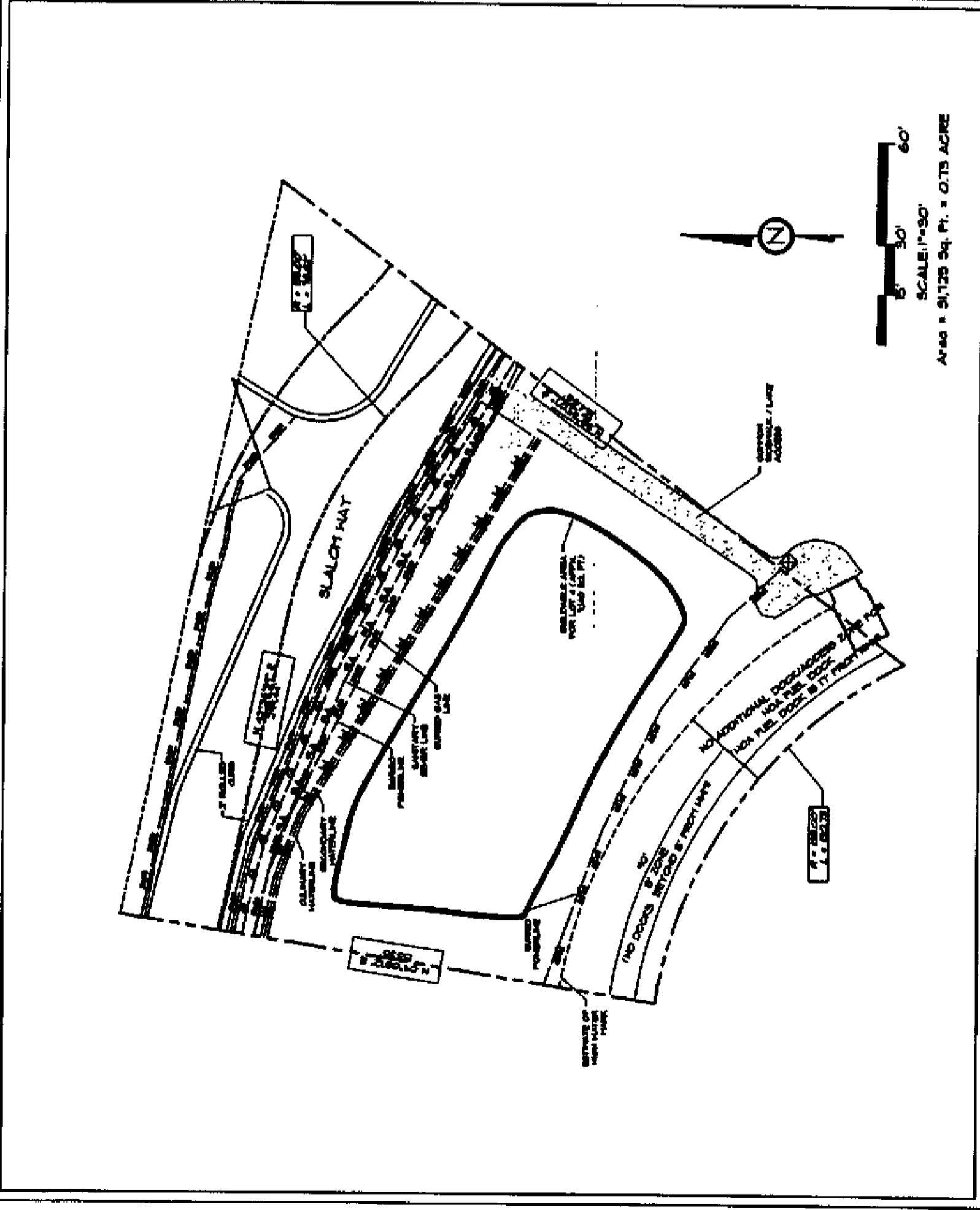
**LOT FEATURES MAP**  
 OCTOBER 2004

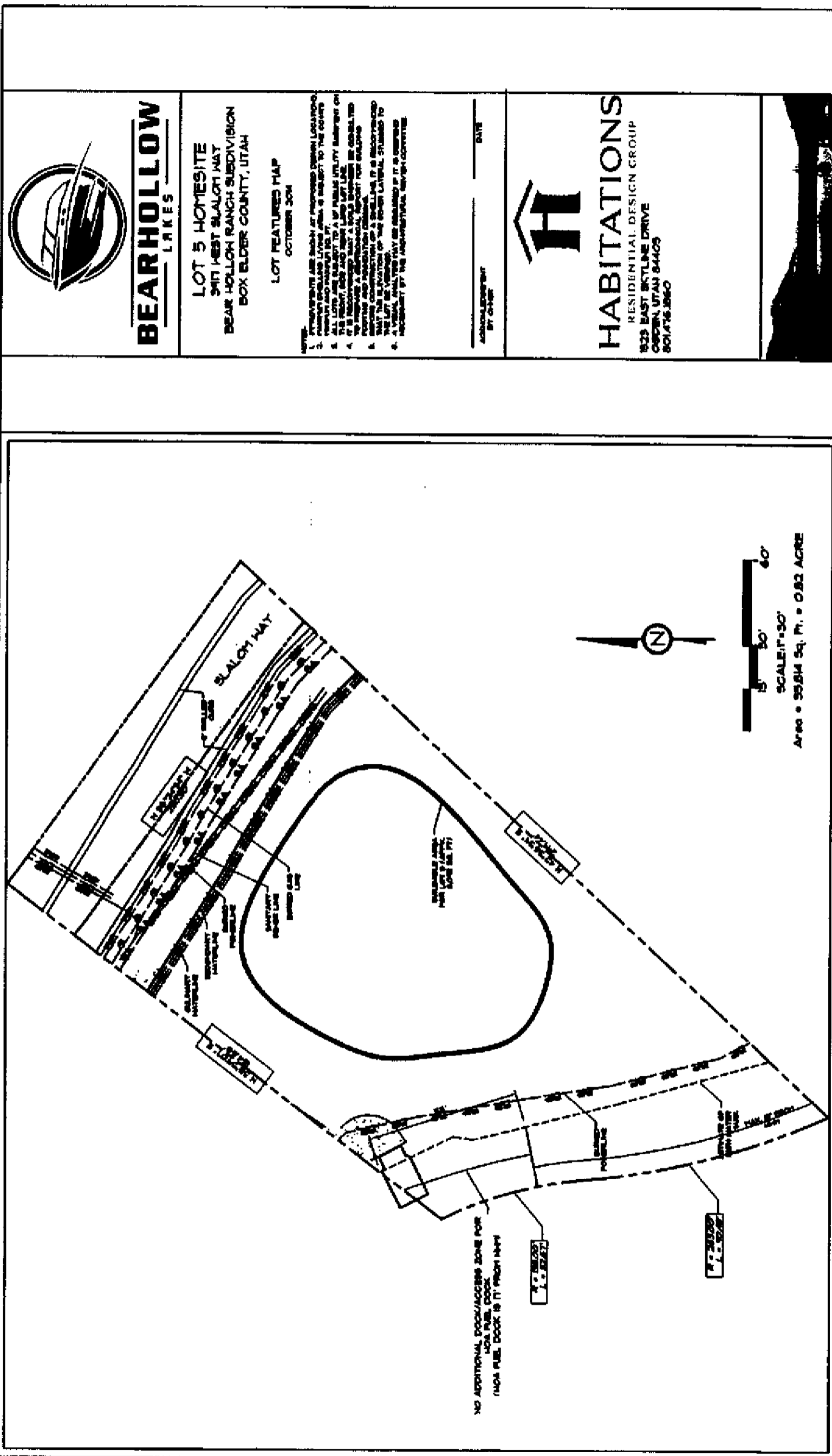
- NOTES:**
1. DIMENSIONS ARE SHOWN AT PREPARED CORNER LOCATIONS.
  2. PROPERTY BOUNDARIES (LYING AREA) IS SUBJECT TO THE COUNTY RECORDS AND RECORDS OF THE STATE.
  3. THE LOT IS BEING OFFERED AS A FULL UTILITY HOMESITE OR AS A PART OF A DEVELOPMENT. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
  4. IT IS UNDERSTOOD THAT A FULL UTILITY HOMESITE WILL BE CONSTRUCTED ON THE LOT IN ACCORDANCE WITH THE SUBDIVISION MAP AND RECORDS.
  5. THE LOT IS BEING OFFERED AS A HOMESITE. IT IS UNDERSTOOD THAT THE SUBDIVISION OF THE BEAR HOLLOW, INCLUDING THE LOT, IS SUBJECT TO THE SUBDIVISION MAP, RECORDS AND RECORDS OF THE COUNTY AND STATE.
  6. A FULL UTILITY HOMESITE WILL BE CONSTRUCTED ON THE LOT IN ACCORDANCE WITH THE SUBDIVISION MAP AND RECORDS.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**HABITATIONS**  
 RESIDENTIAL DESIGN GROUP  
 828 EAST SUTCLIFF DRIVE  
 CORDEN, UTAH 84405  
 801.718.1880





**BEARHOLLOW**  
LAKES

**LOT 5 HOMESITE**  
5111 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

**LOT FEATURES MAP**  
OCTOBER 2004

**NOTES:**

1. UTILITIES ARE SHOWN AT PROPOSED DESIGN LOCATIONS. PLUMBING, GAS, AND SEWER LINES ARE SUBJECT TO THE OWNER'S AND CONTRACTOR'S FIELD SURVEY.
2. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY UTILITY DEPARTMENT'S STANDARDS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.

APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
1515 EAST SKYLINE DRIVE  
COURTNEY, UTAH 84003  
801.475.1860



# BEARHOLLOW LAKES

**LOT 6 HOMESITE**  
3801 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

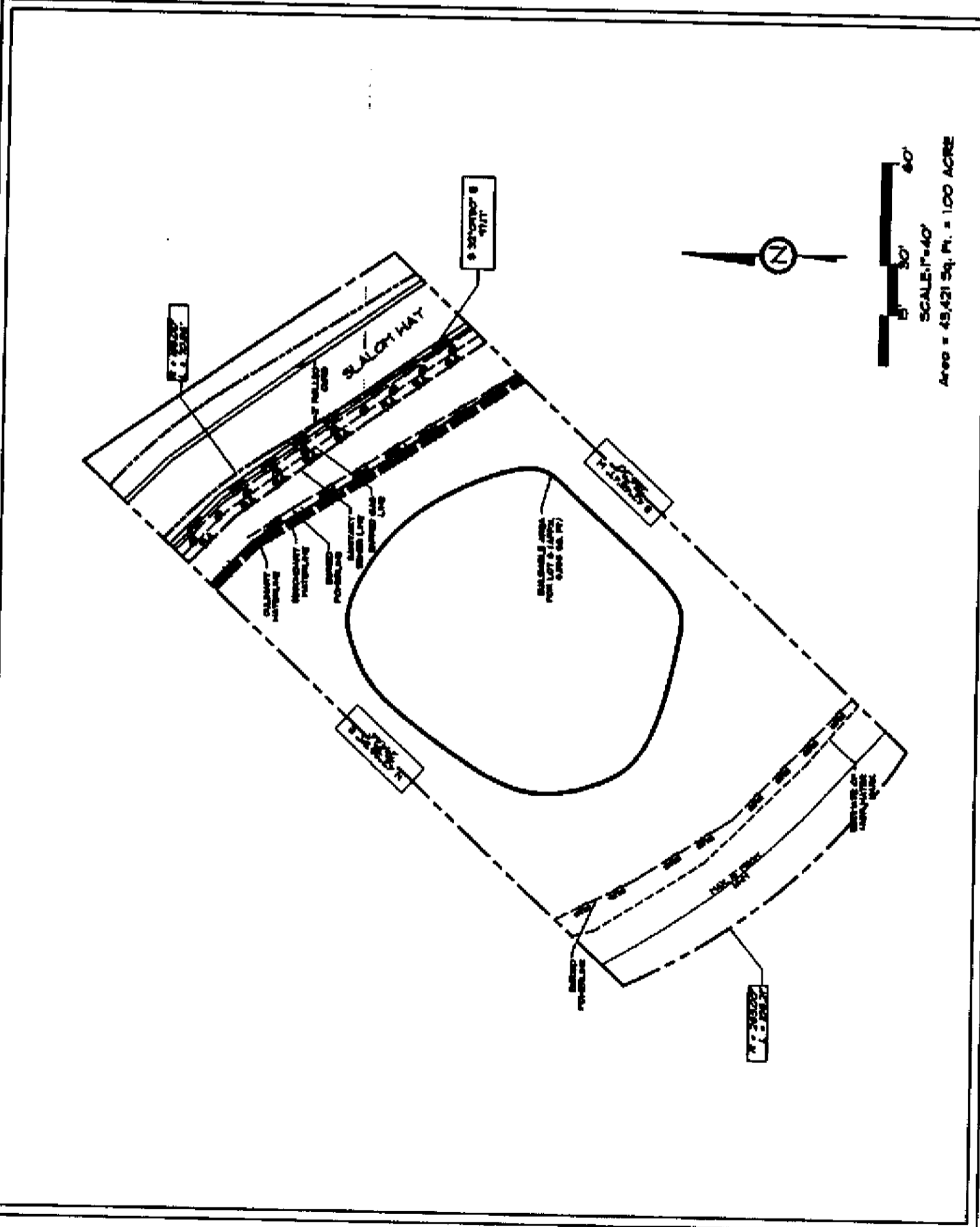
LOT FEATURES MAP  
OCTOBER 2004

1. THIS MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN TO ILLUSTRATE THE GENERAL LAYOUT OF THE LOT.
2. THE PROPERTY IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS.
3. ALL LOTS ARE SUBJECT TO A PUBLIC UTILITY EASEMENT ON THE EAST SIDE OF THE LOT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES.
4. THE PROPERTY IS SUBJECT TO A PUBLIC UTILITY EASEMENT ON THE WEST SIDE OF THE LOT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES.
5. THE PROPERTY IS SUBJECT TO A PUBLIC UTILITY EASEMENT ON THE SOUTH SIDE OF THE LOT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES.
6. THE PROPERTY IS SUBJECT TO A PUBLIC UTILITY EASEMENT ON THE NORTH SIDE OF THE LOT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
225 EAST SKYLINE DRIVE  
COPPER HILLS, UTAH 84405  
801.476.1880





**BEARHOLLOW  
LAKES**

**LOT 7 HOMESITE**  
36711 WEST SLALOY WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

**LOT FEATURES MAP**  
OCTOBER 2004

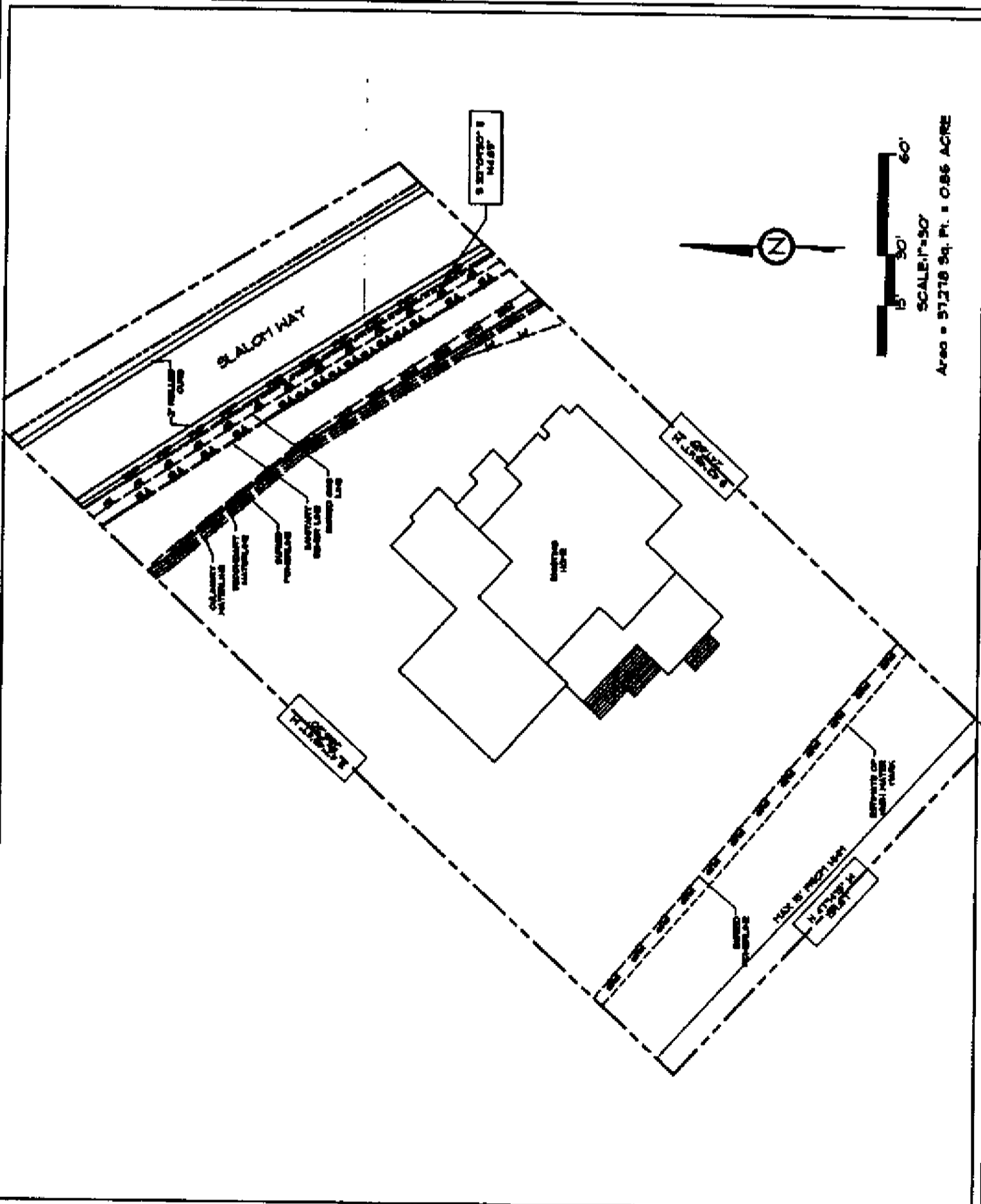
- NOTES:**
1. THIS MAP IS A SUMMARY OF PROPOSED FROM LOT 7 HOMESITE. ALL UTILITIES ARE SHOWN AS THEY EXIST TO THE BEST OF OUR KNOWLEDGE AND SHOULD BE VERIFIED BY THE OWNER.
  2. ALL LOTS ARE SUBJECT TO A DEED RESTRICTION WHICH PROHIBITS THE USE OF ANY LOT FOR ANY PURPOSE OTHER THAN RESIDENTIAL.
  3. THE PROPERTY IS SUBJECT TO A DEED RESTRICTION WHICH PROHIBITS THE USE OF ANY LOT FOR ANY PURPOSE OTHER THAN RESIDENTIAL.
  4. THE PROPERTY IS SUBJECT TO A DEED RESTRICTION WHICH PROHIBITS THE USE OF ANY LOT FOR ANY PURPOSE OTHER THAN RESIDENTIAL.
  5. THE PROPERTY IS SUBJECT TO A DEED RESTRICTION WHICH PROHIBITS THE USE OF ANY LOT FOR ANY PURPOSE OTHER THAN RESIDENTIAL.
  6. THE PROPERTY IS SUBJECT TO A DEED RESTRICTION WHICH PROHIBITS THE USE OF ANY LOT FOR ANY PURPOSE OTHER THAN RESIDENTIAL.

APPROVED BY OWNER \_\_\_\_\_ DATE \_\_\_\_\_

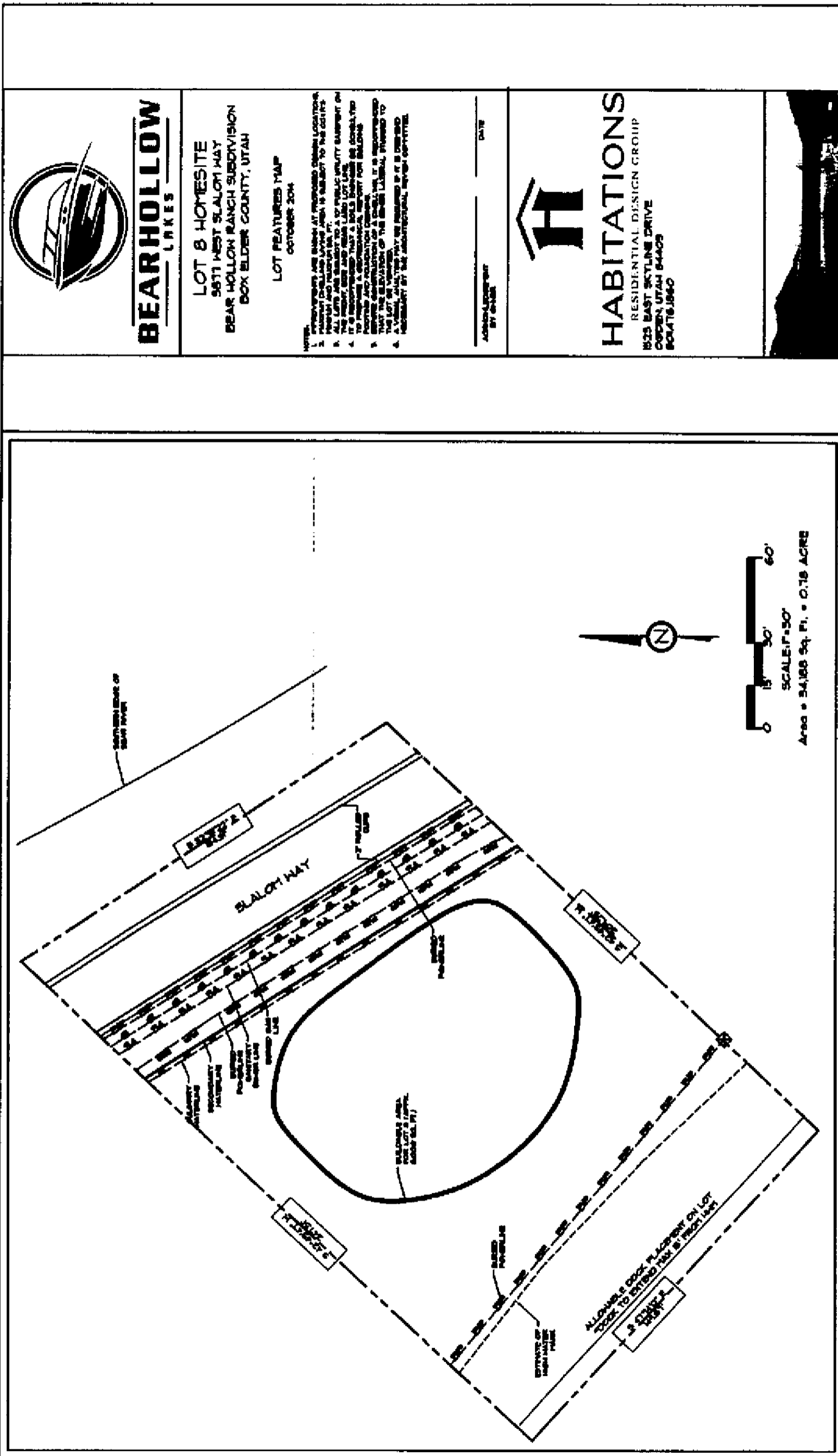


**HABITATIONS**

RESIDENTIAL DESIGN GROUP  
829 EAST SKYLINE DRIVE  
COURTNEY, UTAH 84405  
801.716.1890









**BEAR HOLLOW  
LAKES**

**LOT 9 HOMESITE**  
5655 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

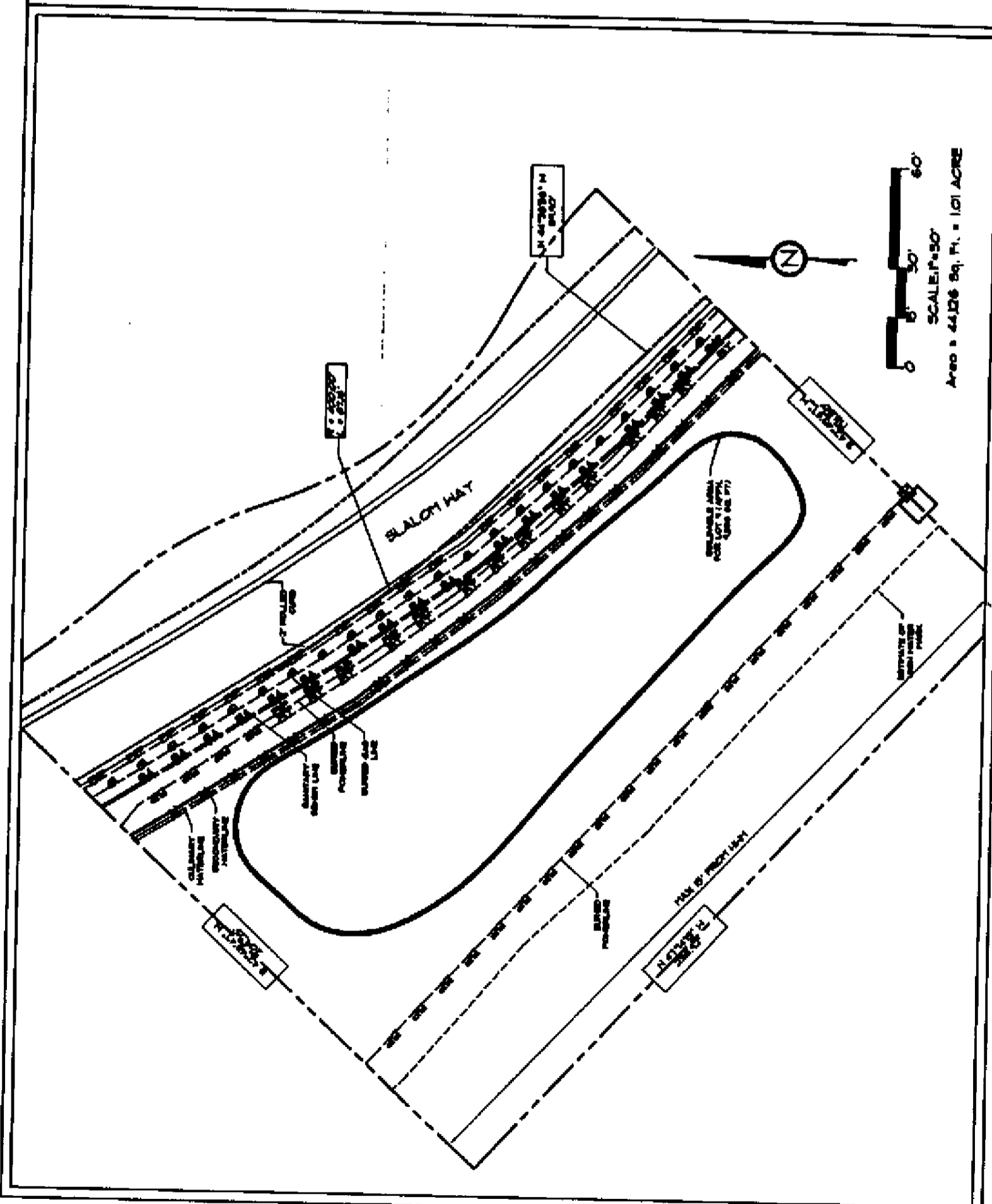
LOT FEATURES MAP  
OCTOBER 2016


1. PROPERTY LINES AND BOUNDARIES AT PROPOSED BOUNDARY LOCATIONS ARE SHOWN AS DASHED LINES. PROPERTY LINES ARE SUBJECT TO THE CITY RECORDS AND RECORDS OF THE COUNTY.
2. ALL LOTS ARE SUBJECT TO A 5% PUBLIC UTILITY EASEMENT ON THE WEST, EAST AND SOUTH LOTS AND A 10% PUBLIC UTILITY EASEMENT ON THE NORTH LOTS. A 10% PUBLIC UTILITY EASEMENT IS SHOWN ON THE SOUTH LOTS.
3. PROPERTY LINES AND BOUNDARIES AT PROPOSED BOUNDARY LOCATIONS ARE SHOWN AS DASHED LINES. PROPERTY LINES ARE SUBJECT TO THE CITY RECORDS AND RECORDS OF THE COUNTY.
4. A 10% PUBLIC UTILITY EASEMENT IS SHOWN ON THE SOUTH LOTS.
5. A 10% PUBLIC UTILITY EASEMENT IS SHOWN ON THE SOUTH LOTS.
6. A 10% PUBLIC UTILITY EASEMENT IS SHOWN ON THE SOUTH LOTS.
7. A 10% PUBLIC UTILITY EASEMENT IS SHOWN ON THE SOUTH LOTS.
8. A 10% PUBLIC UTILITY EASEMENT IS SHOWN ON THE SOUTH LOTS.
9. A 10% PUBLIC UTILITY EASEMENT IS SHOWN ON THE SOUTH LOTS.
10. A 10% PUBLIC UTILITY EASEMENT IS SHOWN ON THE SOUTH LOTS.

APPROVED BY DATE



**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
1825 EAST SKYLINE DRIVE  
CODYEN, UTAH 84405  
801.476.1860






**BEARHOLLOW**  
LAKES

**LOT 10 HOMESITE**  
3807 WEST SLALOY WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
OCTOBER 2004

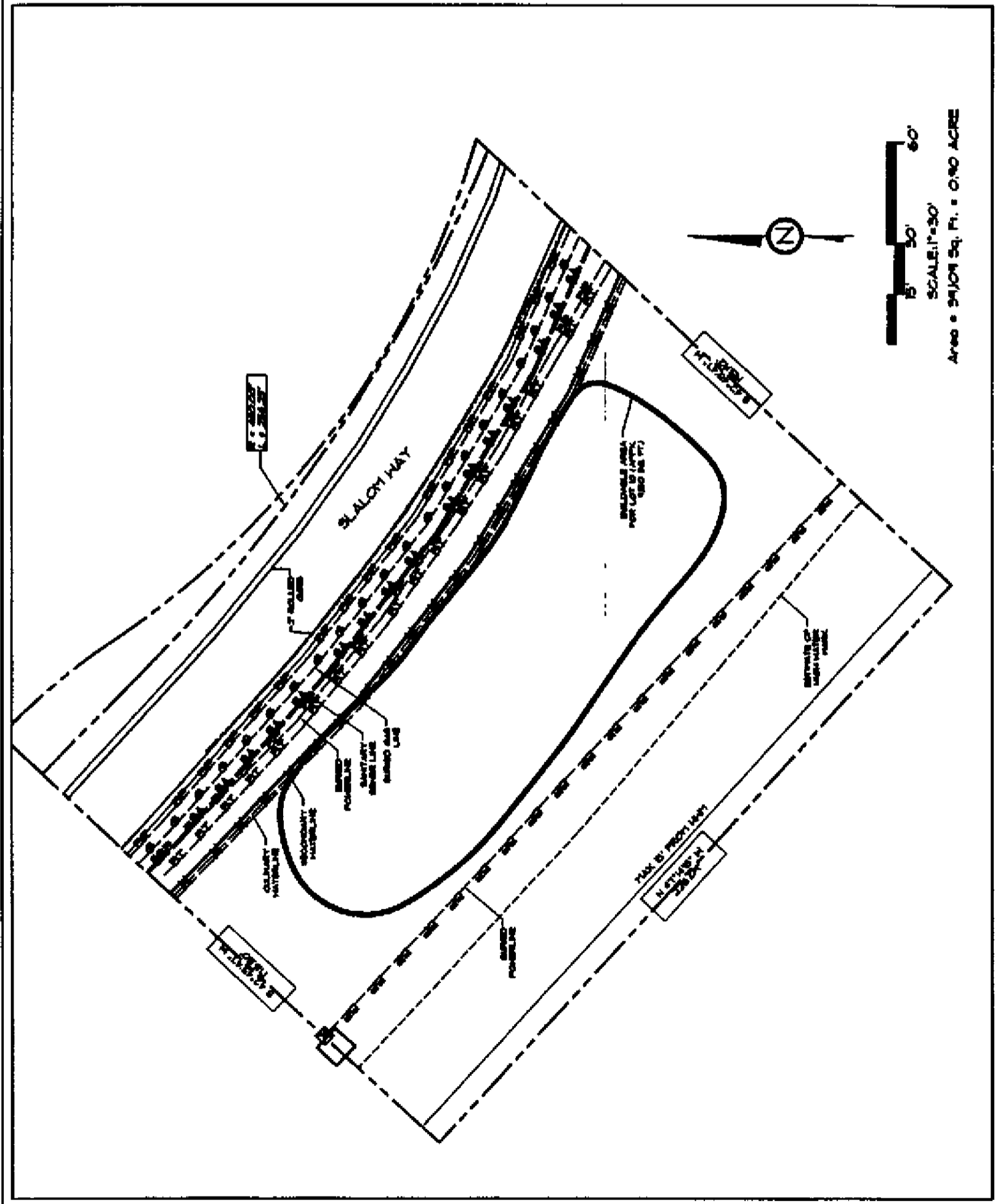
**NOTES:**

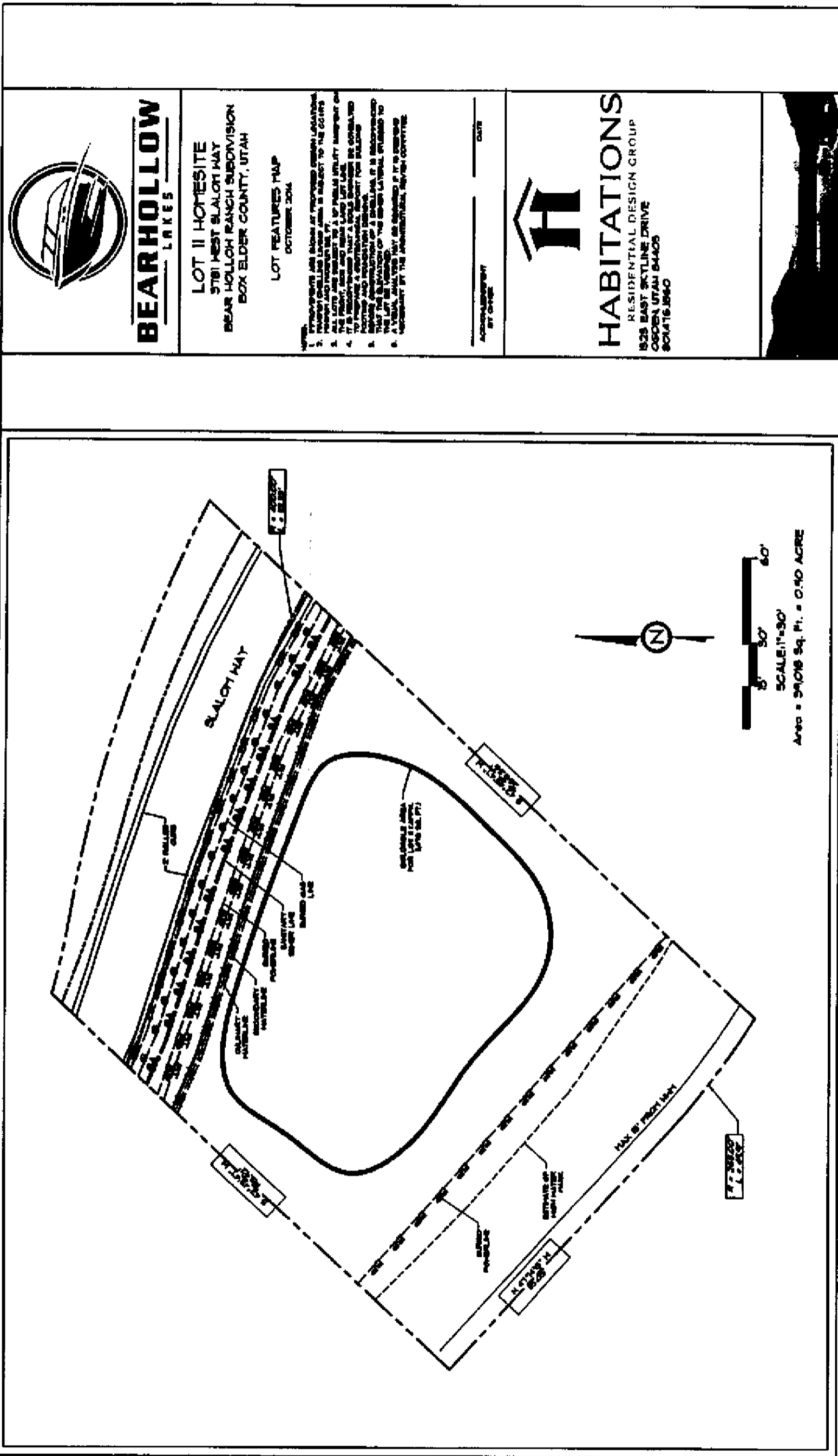
1. PROPERTY AND SITES AT PROPOSED OTHER LOCATIONS BEAR HOLLOW RANCH SUBDIVISION ARE SUBJECT TO THE COUNTY RECORD AND RECORDS AT THE TIME OF THIS MAP.
2. ALL LOTS ARE SUBJECT TO A DEVELOPMENT AGREEMENT OF THE BEAR HOLLOW RANCH SUBDIVISION.
3. THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY REAL ESTATE.
4. THE BEAR HOLLOW RANCH SUBDIVISION IS A COMMUNITY DEVELOPMENT AND ASSOCIATION OF HOMEOWNERS.
5. THE BEAR HOLLOW RANCH SUBDIVISION IS A COMMUNITY DEVELOPMENT AND ASSOCIATION OF HOMEOWNERS.
6. THE BEAR HOLLOW RANCH SUBDIVISION IS A COMMUNITY DEVELOPMENT AND ASSOCIATION OF HOMEOWNERS.
7. THE BEAR HOLLOW RANCH SUBDIVISION IS A COMMUNITY DEVELOPMENT AND ASSOCIATION OF HOMEOWNERS.
8. THE BEAR HOLLOW RANCH SUBDIVISION IS A COMMUNITY DEVELOPMENT AND ASSOCIATION OF HOMEOWNERS.
9. THE BEAR HOLLOW RANCH SUBDIVISION IS A COMMUNITY DEVELOPMENT AND ASSOCIATION OF HOMEOWNERS.
10. THE BEAR HOLLOW RANCH SUBDIVISION IS A COMMUNITY DEVELOPMENT AND ASSOCIATION OF HOMEOWNERS.



**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
823 EAST SCYLINE DRIVE  
GREEN UTAH 84405  
801.478.1860

APPROVED BY OWNER \_\_\_\_\_ DATE \_\_\_\_\_






**BEARHOLLOW**  
LAKES

**LOT II HOMESITE**  
5781 WEST SLALOT WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
OCTOBER 2004

1. DIMENSIONS ARE BASED ON PROPOSED EASEL LOCATIONS.
  2. PROPERTY BOUNDARIES ARE SUBJECT TO THE COUNTY RECORDS.
  3. THE PROJECT, SIZE AND LAYOUT ARE SUBJECT TO THE COUNTY RECORDS.
  4. IT IS RECOMMENDED THAT A SURVEYOR BE CONSULTED TO VERIFY THE DIMENSIONS AND LAYOUT.
  5. THE DIMENSIONS OF THE EASEL ARE SUBJECT TO THE COUNTY RECORDS.
  6. THE DIMENSIONS OF THE EASEL ARE SUBJECT TO THE COUNTY RECORDS.
  7. THE DIMENSIONS OF THE EASEL ARE SUBJECT TO THE COUNTY RECORDS.
- APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
1525 EAST SKYLINE DRIVE  
COURT UTAH 84003  
801.476.1840



**BEARHOLLOW  
LAKES**

**LOT 12 HOMESITE**  
3751 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

**LOT FEATURES MAP**  
OCTOBER 2014

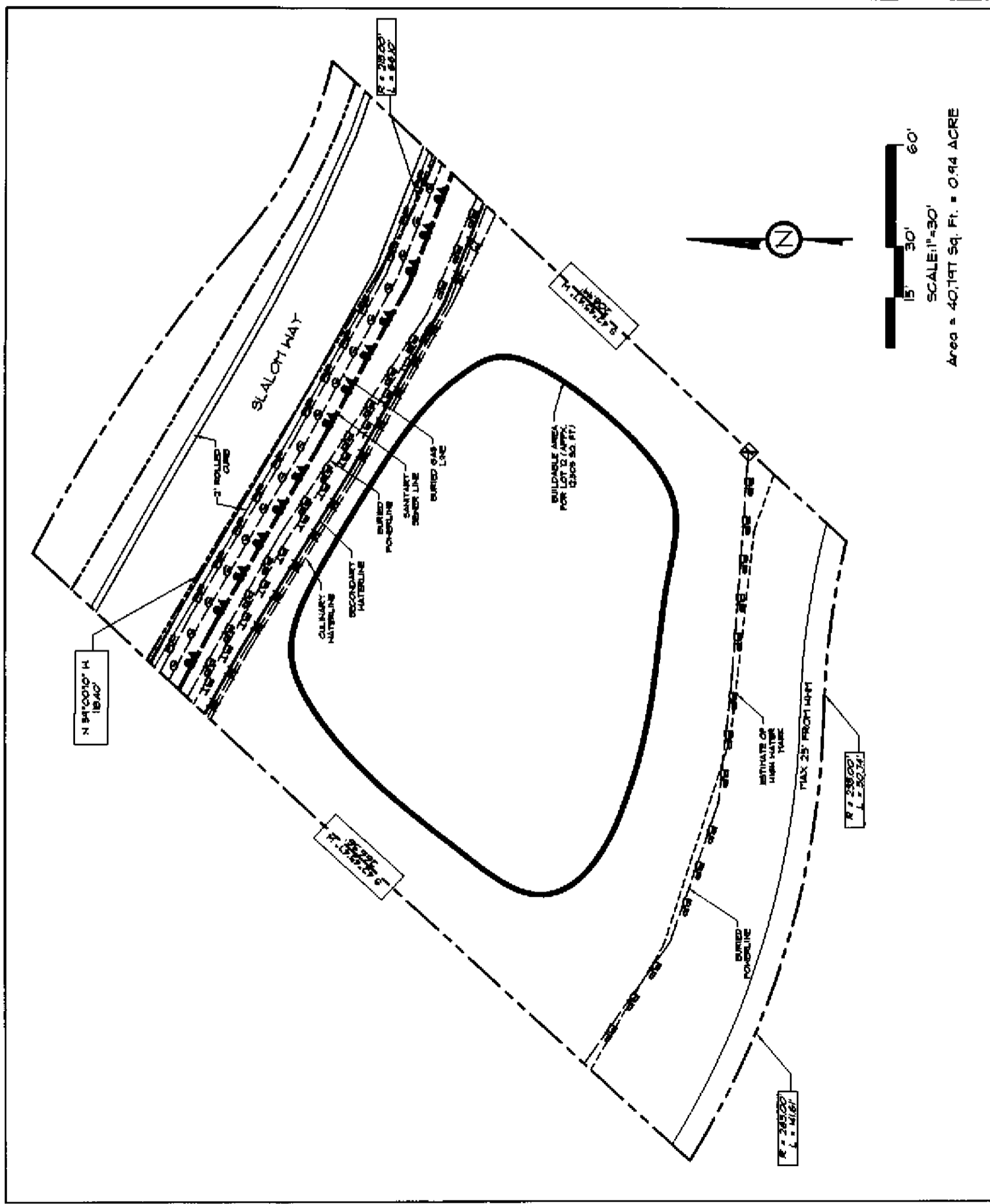
- NOTE:**
1. PROPOSED LOTS ARE SHOWN AT PROPOSED DESIGN LOCATIONS. FRONT, SIDE AND REAR LOTS ARE SUBJECT TO THE OWNER'S PERMIT AND MAINTENANCE.
  2. ALL LOTS ARE SUBJECT TO A 10' PUBLIC UTILITY EASEMENT ON THE FRONT, SIDE AND REAR LOTS.
  3. IT IS RECOMMENDED THAT A SOLE BUSINESS BE CONSULTED TO PREPARE A GEOTECHNICAL REPORT FOR BUILDING BEFORE CONSTRUCTION BEGINS.
  4. THE ELEVATION OF THE REAR LATERAL STUBS TO THE LOT BE VERIFIED.
  5. A VISUAL ANALYSIS MAY BE REQUIRED IF IT IS DETERMINED NECESSARY BY THE ARCHITECTURAL REVIEW COMMITTEE.

ACKNOWLEDGMENT  
BY OWNER \_\_\_\_\_ DATE \_\_\_\_\_



**HABITATIONS**

RESIDENTIAL DESIGN GROUP  
529 EAST SKYLINE DRIVE  
OSDEN, UTAH 84405  
801.476.1860





**BEARHOLLOW  
LAKES**

**LOT 13 HOMESITE**  
51ST WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

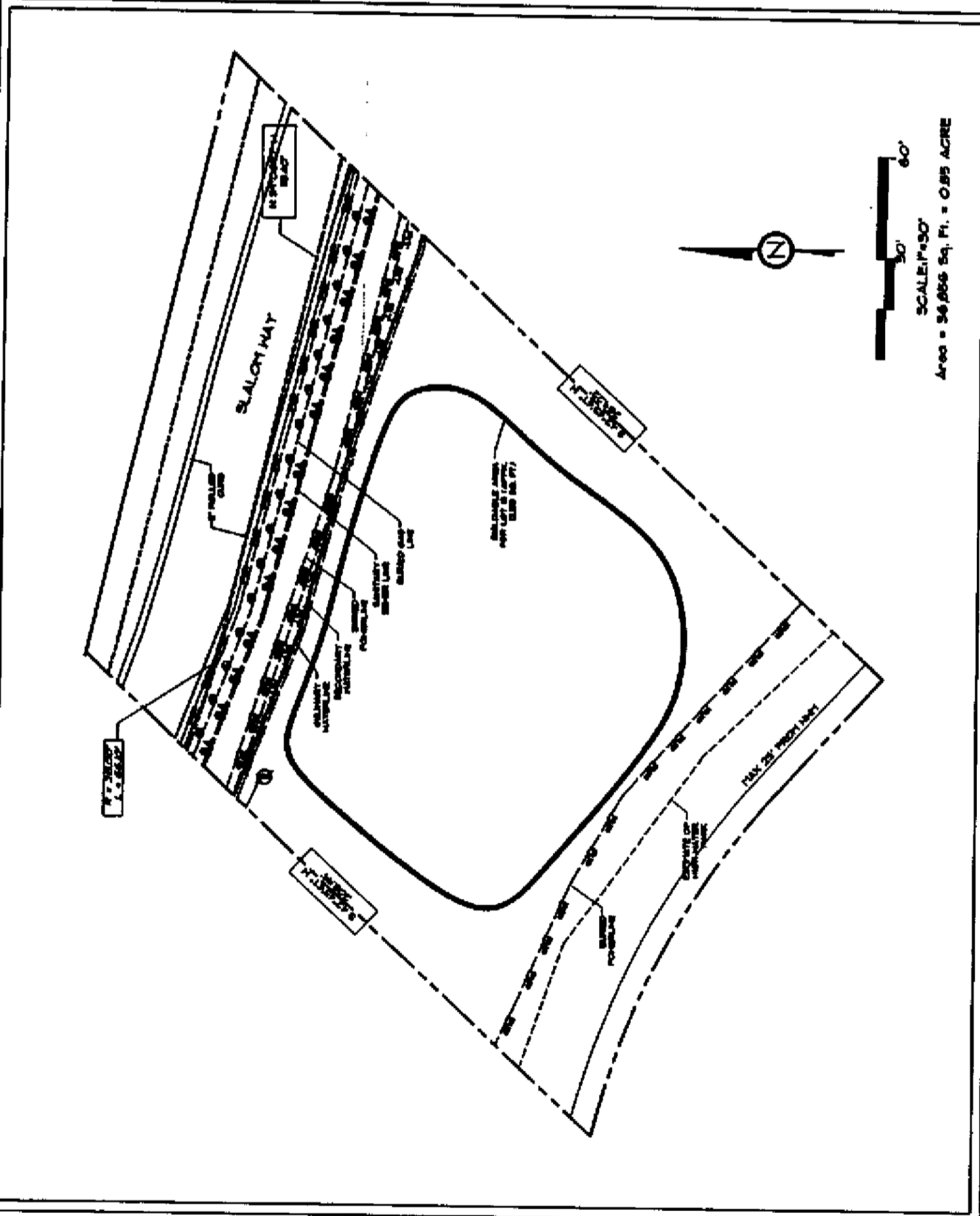
LOT FEATURES MAP  
OCTOBER 2004

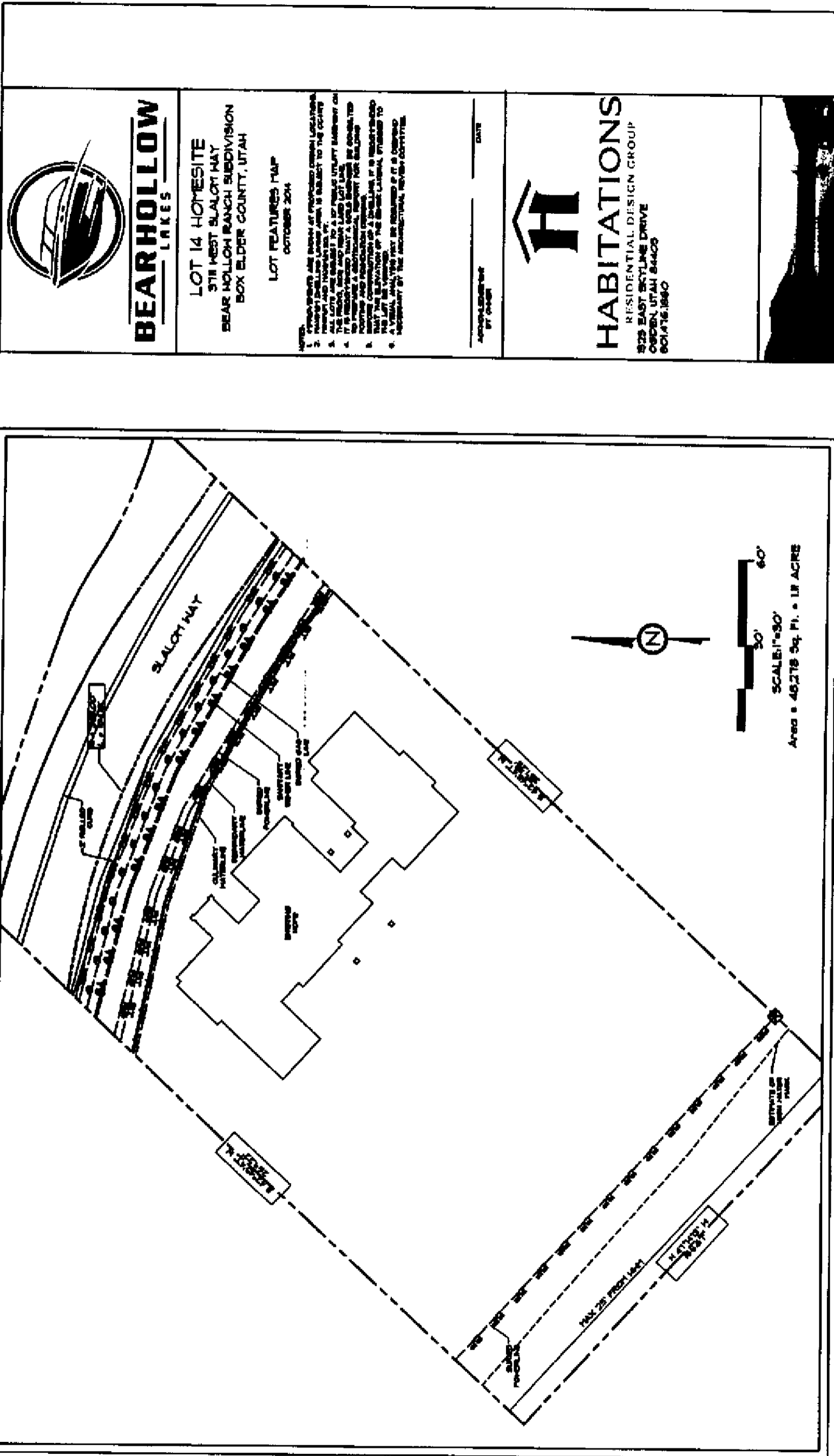
1. PROJECTIONS AND NOTES AT APPROVED UTILITY LOCATIONS.
2. ALL UTILITIES ARE TO BE INSTALLED IN THE AREAS SHOWN ON THIS MAP.
3. ALL UTILITIES ARE SUBJECT TO A UTILITY UTILITY AGREEMENT ON THE PROPERTY.
4. TO ACQUIRE A UTILITY UTILITY AGREEMENT, THE OWNER MUST CONTACT THE UTILITY COMPANY AND OBTAIN A UTILITY UTILITY AGREEMENT FROM THE UTILITY COMPANY.
5. THE UTILITY UTILITY AGREEMENT MUST BE FILED WITH THE COUNTY CLERK'S OFFICE.
6. A UTILITY UTILITY AGREEMENT IS REQUIRED IF IT IS REQUIRED BY THE ARCHITECTURAL REVIEW COMMITTEE.

APPROVED BY OWNER \_\_\_\_\_ DATE \_\_\_\_\_



**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
828 EAST SKYLINE DRIVE  
CORONA, UTAH 84405  
801.476.1860





**BEARHOLLOW**  
LAKES

**LOT 14 HOMESTEAD**  
378 WEST BLA LOT MAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
OCTOBER 2014

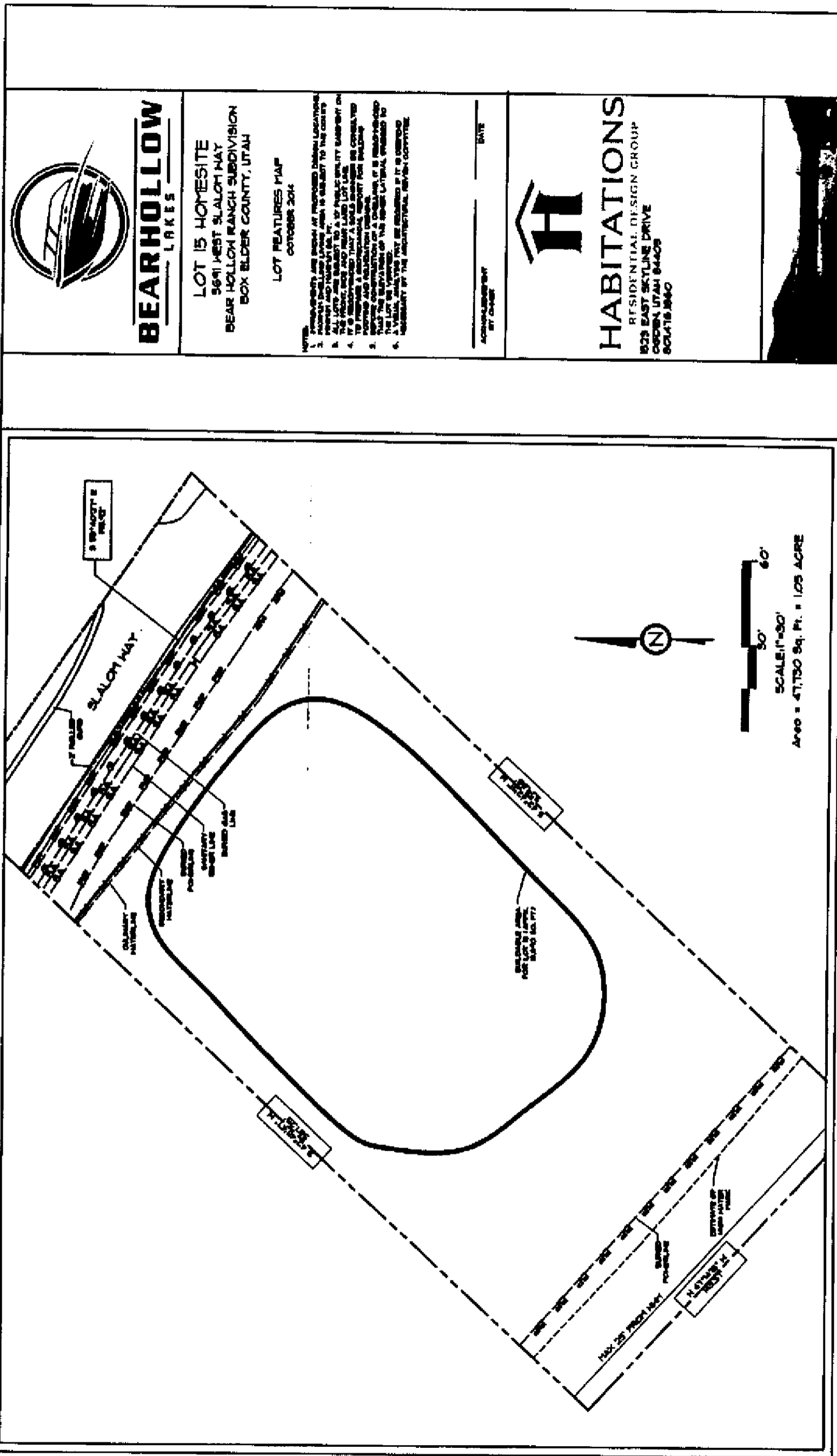
- NOTES:
1. DIMENSIONS ARE GIVEN AS PROVIDED UNLESS OTHERWISE NOTED.
  2. PROPERTY BOUNDARIES ARE SUBJECT TO THE COUNTY RECORDS AND RECORDS OF THE STATE OF UTAH.
  3. THE LOT IS TO BE USED FOR A SINGLE FAMILY RESIDENCE ON A LOT NOT TO EXCEED 10,000 SQ. FT. IN AREA.
  4. IT IS RECOMMENDED THAT A SOIL ANALYSIS BE CONDUCTED TO DETERMINE A SUFFICIENTLY SAFE FOUNDATION FOR THE HOME AND RELATED STRUCTURES.
  5. THE HOME SHALL BE CONSTRUCTED WITHIN THE SPECIFIED LOT BOUNDARIES.
  6. A VERBAL AGREEMENT MUST BE OBTAINED FROM THE ADJACENT PROPERTY OWNER(S) PRIOR TO THE CONSTRUCTION OF ANY STRUCTURE.
  7. ALL UTILITIES SHALL BE DEPTH MARKED PRIOR TO CONSTRUCTION.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
823 EAST SKYLINE DRIVE  
COPPER, UTAH 84600  
801.476.1860





**LOT 15 HOMESTEAD**  
3691 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
OCTOBER 2014

**NOTES:**

1. DIMENSIONS AND SPACING OF PROPOSED UTILITY LINES ARE SHOWN FOR INFORMATION ONLY. THE LOCATION OF UTILITY LINES IS SUBJECT TO THE UTILITY COMPANIES AND MAY VARY.
2. THE LOCATION OF UTILITY LINES IS SUBJECT TO THE UTILITY COMPANIES AND MAY VARY.
3. IT IS RECOMMENDED THAT A SOIL TEST BE CONDUCTED TO DETERMINE THE APPROPRIATE TYPE OF FOUNDATION FOR THE PROPOSED HOME.
4. THE PROPOSED HOME IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE UTAH RESIDENTIAL DESIGN GROUP (URDG) 2012 RESIDENTIAL DESIGN GROUP SPECIFICATIONS.
5. THE PROPOSED HOME IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE UTAH RESIDENTIAL DESIGN GROUP (URDG) 2012 RESIDENTIAL DESIGN GROUP SPECIFICATIONS.
6. THE LOCATION OF UTILITY LINES IS SUBJECT TO THE UTILITY COMPANIES AND MAY VARY.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**H**

**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
803 EAST SKYLINE DRIVE  
COURT UTAH 84405  
801.418.8660





# BEAR HOLLOW LAKES

**LOT 16 HOMESITE**  
 9675 WEST SLALOM WAY  
 BEAR HOLLOW RANCH SUBDIVISION  
 BOX ELDER COUNTY, UTAH

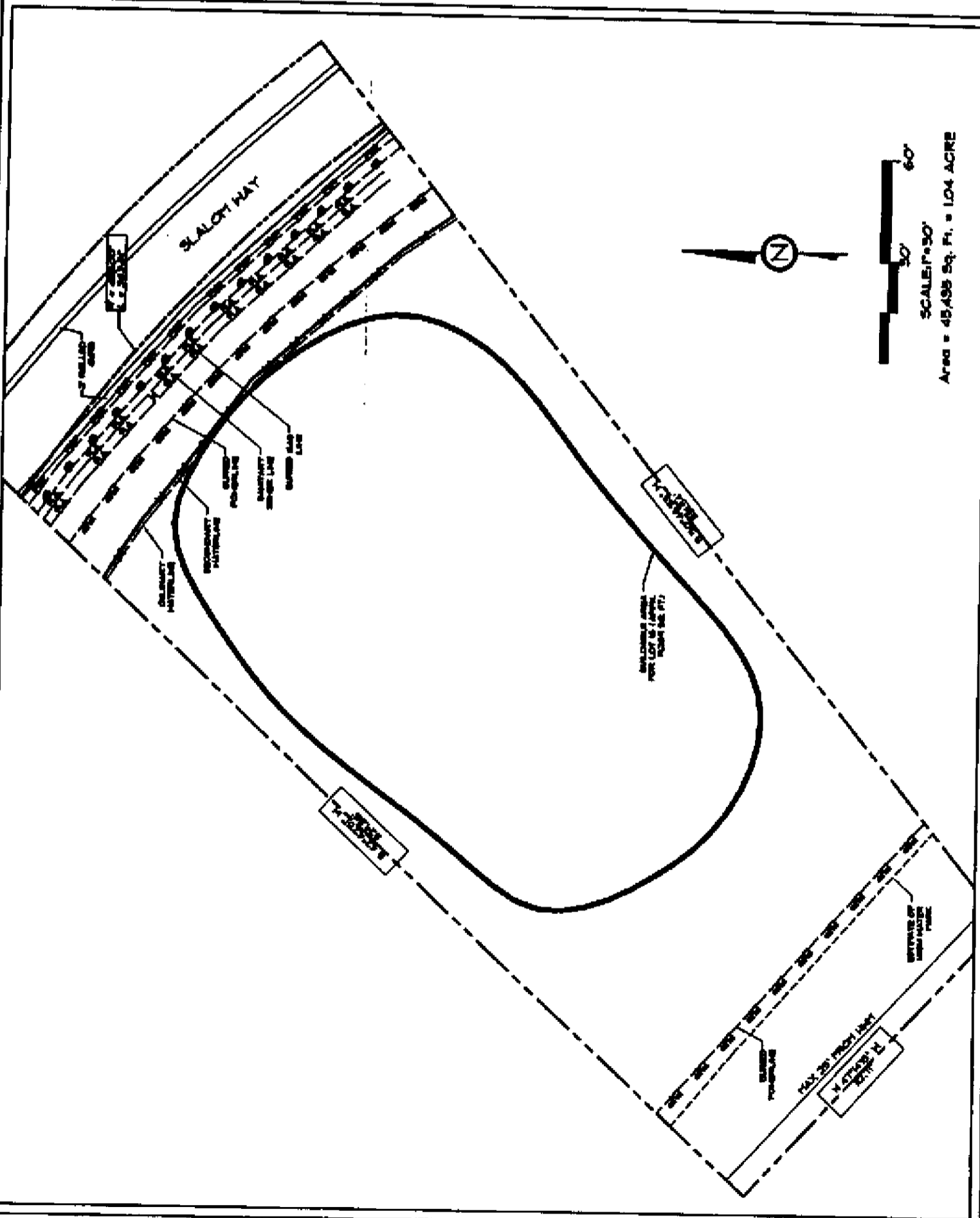
LOT FEATURES MAP  
 OCTOBER 2014

1. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE FINAL CONTRACT SHALL BE THE DEED.
2. ALL LOTS ARE SUBJECT TO A PUBLIC UTILITY EASEMENT ON THE WEST, EAST AND NORTH LOTS FOR THE PURPOSES OF A WATER MAIN AND SEWER MAIN.
3. THE HOMEOWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND NEIGHBORHOOD ASSOCIATION.
4. THE HOMEOWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND NEIGHBORHOOD ASSOCIATION.
5. THE HOMEOWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND NEIGHBORHOOD ASSOCIATION.
6. THE HOMEOWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND NEIGHBORHOOD ASSOCIATION.

APPROVED BY OWNER \_\_\_\_\_ DATE \_\_\_\_\_



**HABITATIONS**  
 RESIDENTIAL DESIGN GROUP  
 8225 EAST SKYLINE DRIVE  
 CROFTON, UTAH 84405  
 801.478.1860



SCALE: 1"=30'  
 Area = 45,495 Sq. Ft. = 1.04 ACRE



**BEARHOLLOW  
LAKES**

**LOT 17 HOMESITE**  
3655 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

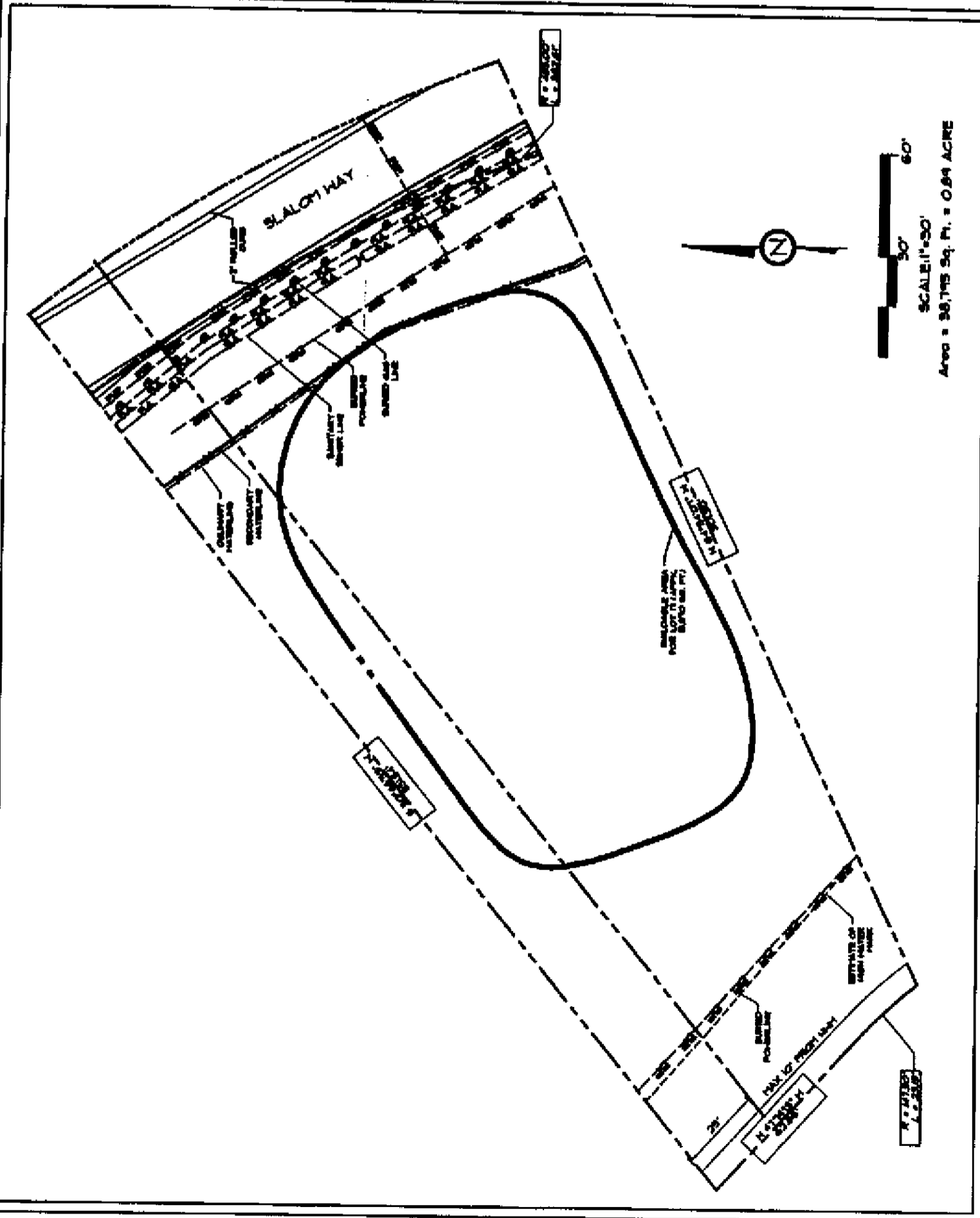
LOT FEATURES MAP  
OCTOBER 2014

- NOTES:
1. DIMENSIONS ARE SHOWN AS PROVIDED UNLESS OTHERWISE NOTED.
  2. PROPERTY LINES ARE SHOWN AS DASHED LINES UNLESS OTHERWISE NOTED.
  3. PROPERTY LINES ARE SHOWN AS DASHED LINES UNLESS OTHERWISE NOTED.
  4. THE PROPERTY IS A PUBLIC UTILITY SERVICE AREA. IT IS RECOMMENDED THAT A LOCAL UTILITY COMPANY BE CONSULTED FOR INFORMATION ON THE LOCATION OF ANY EXISTING OR PROPOSED UTILITY LINES AND STRUCTURES.
  5. THE PROPERTY IS A PUBLIC UTILITY SERVICE AREA. IT IS RECOMMENDED THAT A LOCAL UTILITY COMPANY BE CONSULTED FOR INFORMATION ON THE LOCATION OF ANY EXISTING OR PROPOSED UTILITY LINES AND STRUCTURES.
  6. A VISUAL ANALYSIS MAY BE REQUIRED BY THE JURISDICTIONAL REVIEW COMMITTEE.

APPROVAL/REVIEW BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**HABITATIONS**  
RESIDENTIAL DESIGN GROUP  
805 EAST SKYLINE DRIVE  
COPPER HILLS, UTAH 84405  
801.476.2860





**BEARHOLLOW  
LAKES**

**LOT 18 HOMESITE**  
 3659 WEST SLALOM WAY  
 BEAR HOLLOW RANCH SUBDIVISION  
 BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
 OCTOBER 2014

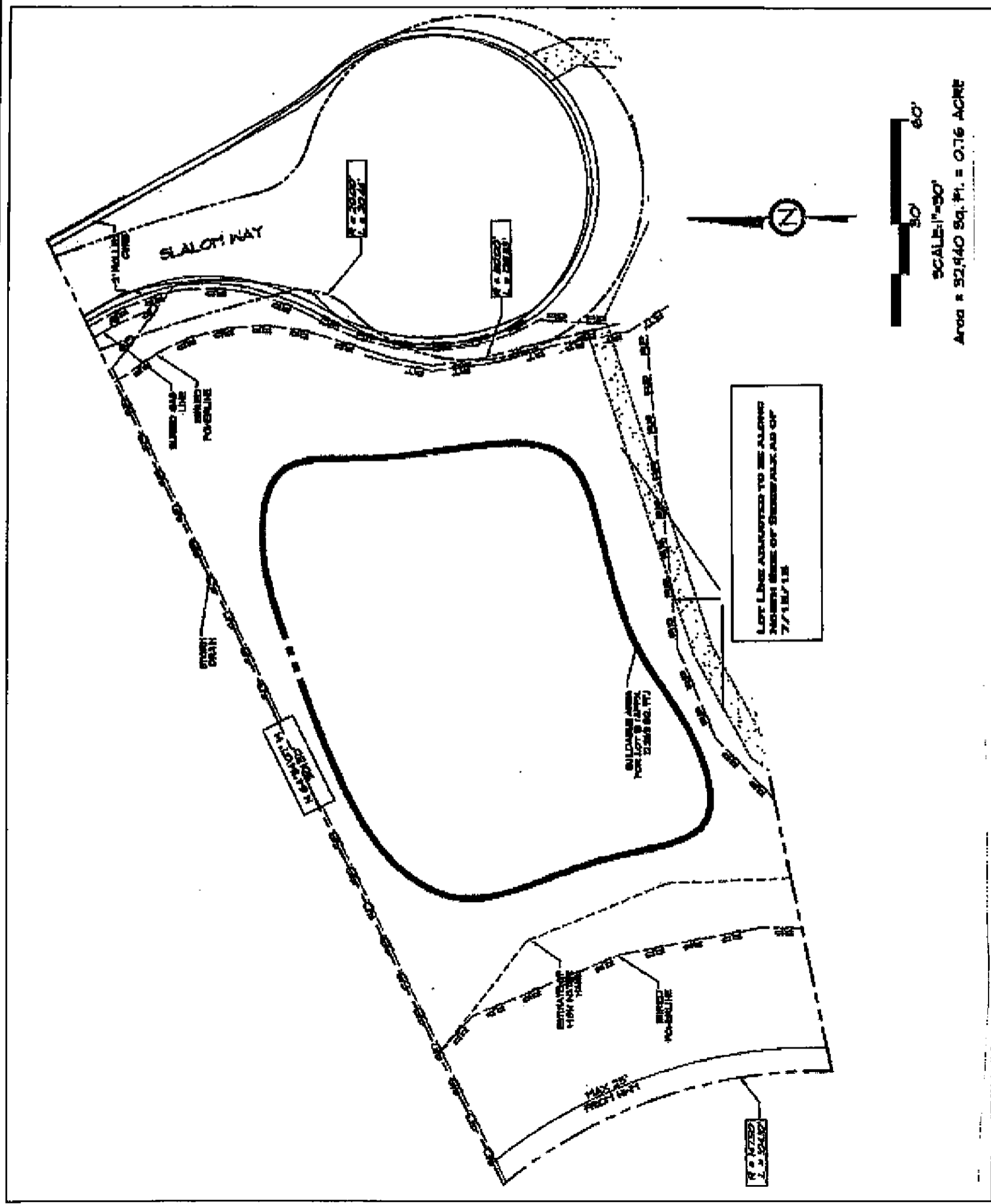
- NOTES:
1. DIMENSIONS ARE SHOWN AT PROPOSED DESIGN LOCATIONS. PLANNING AND DESIGN ARE SUBJECT TO THE CITY'S PERMITS AND PLANNING DEPT.
  2. ALL LOTS ARE SUBJECT TO A 10' PUBLIC UTILITY BASEMENT ON THE FRONT, SIDE AND REAR LAND LOT LINE.
  3. IT IS RECOMMENDED THAT A SOIL ENGINEER BE CONSULTED TO PREPARE A GEOTECHNICAL REPORT FOR BUILDING BEFORE CONSTRUCTION OF A FOUNDATION.
  4. THAT THE ELEVATION ON THE REAR LATERAL, STUBBED TO THE LOT BE VERIFIED.
  5. A VISUAL ANALYSIS MAY BE REQUIRED IF IT IS DETERMINED NECESSARY BY THE ARCHITECTURAL REVIEW COMMITTEE.

ACKNOWLEDGMENT  
 BY OWNER \_\_\_\_\_ DATE \_\_\_\_\_



**HABITATIONS**

RESIDENTIAL DESIGN GROUP  
 1525 EAST SKYLINE DRIVE  
 OGDEN, UTAH 84405  
 801.476.1860





**BEARHOLLOW  
LAKES**

**LOT 19 HOMESITE**  
3637 WEST SLALOM WAY  
BEAR HOLLOW RANCH SUBDIVISION  
BOX ELDER COUNTY, UTAH

LOT FEATURES MAP  
OCTOBER 2004

1. PROVISIONS ARE MADE AT IMPROVED CORNER LOCATIONS TO CHALLENGE LIVING AREA TO BE ADJACENT TO THE GARDEN PROPERTY.
2. ALL LOTS ARE BEARING 1/4" TO 1/8" PER 100' UTILITY SUBMITTAL ON THE FRONT, REAR AND SIDE LOTS.
3. IT IS RECOMMENDED THAT A SOIL SAMPLE BE COLLECTED FOR USE AS A SUBSEQUENTLY RECOMMENDED FOR BUILDING.
4. THE SUBMITTAL OF THIS MAP IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE.
5. A VISUAL AND VISUAL ANALYSIS REPORT IS REQUIRED TO BE SUBMITTED TO THE ARCHITECTURAL REVIEW COMMITTEE.

APPROVALS BY DATE



**HABITATIONS**

RESIDENTIAL DESIGN GROUP  
233 EAST SKYLINE DRIVE  
COURT, UTAH 84405  
801.476.1860

