

**DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS OF
THE GABLERIDGE SUBDIVISION**

Vitrail, LLC, a Utah Limited Liability Company, with offices located at 3001 N Thanksgiving Way, Lehi, UT 84043 (hereafter, "Declarant"), hereby makes this Declaration of Covenants, Conditions and Restrictions on the 15th of January 2018. These covenants, conditions and restrictions may be amended in accordance with the laws of the state of Utah.

RECITALS

This declaration of Covenants, Conditions and Restrictions affects certain Real Property owned by Declarant located in Highland, Utah; described more fully below or by exhibit hereto (hereafter, "the Property").

Declarant has constructed upon the Property a residential development entitled GableRidge Subdivision. It shall include privately owned lots, common areas and other improvements as will be described herein. All such construction will be performed in accordance with approved plans and maps recorded as follows:

PLAT MAP/PLAT: GABLERIDGE
ENTRY NO: 72384; 2017
DATE: July 27-17

Declarant intends to sell to various purchasers the fee title to the individual lots contained in the property subject to the Plat Map, or Maps and the covenants, conditions and restrictions set forth herein.

Declarant intends by filing of this Declaration to submit the Property and all improvements now or here after constructed there on to the provisions, covenants and conditions of the Declaration.

**SECTION 1
NAME OF THE PROJECT**

The name by which the project shall be known is **GableRidge Subdivision**.

**SECTION 2
COVENANTS TO RUN WITH THE LAND**

This declaration containing covenants, conditions and restrictions relating to the Subdivision shall constitute enforceable equitable servitudes which shall run with the land and this declaration and when recorded with the Utah County Recorder, this Declaration and its terms and provisions, including servitudes, shall be binding upon their grantees, mortgages, successors, heirs, executors, administrator, devisees and assigns, regardless of whether or not they receive a copy hereof at closing or at any time thereafter.

SECTION 3

COURTESY RECORDING
This document is being recorded solely as a courtesy and an accommodation to the persons named therein. North American Title LLC hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

DEFINITIONS

When used anywhere in their Declaration, the following terms shall have the meaning indicated.

3.1 **Architectural Control Committee** (hereafter, "ACC" or sometimes, "the Committee" shall mean and refer to Declarant or its successors. The initial ACC member, is Vitrail LLC, until all dwellings are constructed, when after such time, Vitrail LLC shall relinquish its membership and shall transfer all rights and authority to the subdivision Owners. Each Owner shall have the right and authority to enforce and monitor any and all provisions contained in this Declaration. Thereafter, and until the Declarant completes or otherwise properly exits the project, the ACC shall be composed of Declarant, Steve Arnold, and two other individuals of the Declarant choosing who may or may not be Property Owners in the subdivision. A majority of the committee may designate a representative to act for it. In case of a death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Declarant shall maintain at least a 52% voting right. The other members shall split a 48% voting right. Neither the members of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this declaration and therefore assumes no personal liability for actions taken by the committee as whole.

3.2 **Building** shall mean and refer to any of the structures constructed in the Project.

3.3 **Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restriction of the GableRidge Subdivision.

3.4 **Declarant** shall mean and refer to Vitrail, LLC its members, successors and assigns.

3.5 **Development** shall mean and refer to the Project titled under Section 1 ("Name of Project") above.

3.6 **Dwelling or Unit** shall mean and refer to the single-family home constructed upon a lot.

3.7 **Improvement** shall mean and refer to all existing physical structures and appurtenances to the Property of every kind and type, including but not limited to all buildings, dwelling units, fixtures, plumbing, electrical, heating, air conditioning and utility systems, roads, walkways, driveways, parking areas, fences, walls, stairs, landscaping, trees, shrubs, bushes and green space.

3.8 **Land** shall mean and refer to all of the real property subject to this Declaration.

3.9 **Lot** shall mean and refer to a portion of the Property intended and approved for independent ownership and use as may be set out in this Declaration and as shall be shown on the Plat Map or amendments thereto. Where the context indicates or requires, the term Lot includes any dwelling unit, physical structure or improvement constructed on the Lot.

3.10 **Owner** shall mean and refer to the Lot Owner.

3.11 **Plat Map or Map** shall mean and refer to the plat Map or Maps of the Project on file in the office of the County Recorder of Utah County as they may be amended from time to time. The Plat Map will show the location of the Lots, Common Areas and Limited Common Areas.

3.12 **Project** shall mean and refer to the Subdivision.

3.13 **Project Documents** shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to this Declaration.

3.14 **Recreational Vehicle** shall mean and refer to any recreational vehicle, motorhome, commercial vehicle, tractor or, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, ATV four-wheeler, motorcycle, snowmobile, or any other like devise of any kind.

3.15 **Subdivision** shall mean and refer to the Project as named above.

3.16 **Turnover Date** shall mean the earlier of: (i) the date upon which only two (2) of the Lots remain owned by and not sold by the Declarant; or (ii) the date the Declarant, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration, evidenced by an instrument recorded in the Office of the Utah County Recorder, or (iii) December 31, 2025.

3.17 **Unit** shall mean and refer to a Dwelling Unit.

SECTION 4 SUBMISSIONS REQUIRED

4.1 The Land, described with particularity on Exhibit A, attached hereto and incorporated herein by this reference, is located in Utah County, Utah, and is hereby subject to, and shall be governed and regulated by, this Declaration. In addition:

4.2 The land is subject to the described easement and right-of-way, together with all easements, right-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above describe parcel of real property.

4.3 **ALL OF THE FOREGOING IS SUBJECT TO** all liens for current and future taxes, assessment, and charges imposed by government or quasi-governmental authority; all reservations and exclusion; any mineral reservations or record and rights incident thereof; all instruments of record which affect the above – described property or any portion thereof, without limitation, any mortgage or deed of trust; all visible and necessary easements and right-of-ways, encroachments, or discrepancies shown on or revealed by Plat map otherwise existing; equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Property, equipment, pipes, lines cables, wires, utility systems and similar facilities.

SECTION 5 COVENANTS, CONDITIONS AND RESTRICTIONS

Before going to submission is made upon and under the following covenants, conditions, and restrictions:

5.1 **Description of Improvements.** The significant improvements in the project, or shall include 9 Lots with roadways, utility connections as well as an entrance to and exit from the Project. The Project will also contain other improvements of a less significant nature. All roadways shall be public and maintained by Highland City unless otherwise designated on the Map.

5.2 **Conveyances.** Any deed, lease, mortgage, deed of trust, or other instrument of conveying or encumbrances a lot shall describe the interest or estate involved substantially as follows: All of LOTS contained within the GABLERIDGE PLAT A subdivision, as the same is identified in the Plat Map recorded in Utah County, Utah as Entry No. 72384; 2017 (as said Plat Map may have been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions of the GABLERIDGE PLAT A subdivision, recorded in Utah County, Utah as Entry No. 72384;2017 (as said Declaration may have heretofore been amended or supplemented).

5.3 **Provisions Binding.** 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 within the subdivision.

5.4 **Ownership and Use.** Each owner shall be entitled to be exclusive ownership and possession of his lot, subject; however, to the restrictions stated here in.

5.5 **Nature and Restrictions on Ownership and Use in General.** Each owner shall have and enjoy the privileges of fee simple ownership of his lot. There shall be no requirements concerning who may own a lot, except that use shall be residential and ownership may be restricted only as set forth below.

5.6 **Restrictions and Limitations of Use.** the Architectural Control Committee (“ACC”) is striving to maintain a certain architectural theme and quality and the ACC may approve or not approve any dwelling that would be construed as non-conforming. The use of the lots, of whatever kind, is subject to the following guidelines, limitations and restrictions though the ACC may from time to time waive or alter such restrictions and limitations in special circumstances, it is their intention to adhere strictly to the following:

a. **Binding** The project documents shall be binding upon all owners and residents, their family members, guests and invitees.

b. **Permitted Use and Building Type.** No dwelling shall exceed two (2) stories in height in addition to the basement (if any) and attic area, and must include a private garage, on grade, for not less than two (2) cars and not more than five (5) cars, with a minimum of 400 square ft. Carports or other open storage will not be allowed. Detached garage is, or accessory buildings, will be allowed only if the architecture and exterior materials used are compatible with the adjoining home and if approved by the ACC. A minimum of a 2 x 8 fascia board must be maintained on the entire home.

c. **Dwelling Construction Commencement.** With dwelling construction shall commence no later than 24 months after the transfer of title to the owner, unless approved by the ACC.

d. **Asphalt, Curb and Sidewalk.** Each owner shall be responsible for the asphalt, curb and sidewalk fronting their lot. All damages before, during or after construction of dwelling shall be repaired, within three (3) months, at the Owner’s expense.

e. **Dwelling Quality and Size.** Except as otherwise provided herein, no dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusively of one story open porches and garage is, is less than:

1. 5,000 SF, for single-story homes, including bonus rooms and below grade.
2. 2,000 SF main, 3000 SF total above grade for 2 story homes. Totaling 5,000 SF above and below grade.
3. No split entry homes shall be allowed.

f. **City and other approval.** Approval of any improvements by the committee does not waive the requirement for Highland City or any other required public agency review or permit approval process. By approving the plans, the ACC takes no responsibility for plan conformity to any criteria other than the requirements of this declaration and any design or architectural guidelines that may be established by the ACC or a subcommittee of the same or exist herein.

g. **Building Location.** All building locations must conform to the requirements of Highland City ordinances and regulations, specifically including but not limited to, building projections such as bay windows, fireplaces, decks, covered patios and balconies. It is mandatory that all homes be pre-wired for cable.

h. **Exterior Materials.** All exterior materials utilized on dwellings and other structures shall consist of Stone, Brick, Wood, ~~Acrylic Stucco~~, Cement Board, or other material as approved by the committee. Dwelling shall have at least 50% coverage of Stone, Brick, ~~Acrylic Stucco~~, Cement Board or equivalent and shall be designed with four-sided architecture. A three foot wainscot on the two sides is required. Wood beams may be used and must be pre-finish, painted or stained and kept maintained. No aluminum or vinyl siding may be used on the exterior except on the soffit and fascia. The ACC shall reserve the right to require the use of certain materials or combination of materials based upon the design and plan submitted. In all cases, home exteriors shall conform to the general theme of the neighborhood design as determined by the ACC. A sample board of all exterior materials, colors and textures will be required at the time of plan review. The use of earth tones will be encouraged.

i. **Roofing.** All the roofing material must be at either wood shake shingles, tiles, or 30-year architectural grade shingle. Steel roofs are permitted with approval of the ACC, generally not to exceed 30% of roofing materials. All roof material color is subject to ACC approval. No rooftop, window, or wall mounted evaporative coolers are allowed. Satellite dish or antenna systems are to be placed or installed such that they are not visible from the street. If in a side yard, installation must have ACC approval and must be sheltered from site from the front street.

j. **Paving.** Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel paving is not permitted.

k. **Pools, Spas, Fountains, Game Courts.** Pools, spas, fountains and game court shall be approved by the ACC committee and shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

l. **Metal Awnings.** Metal awnings, metal lean-to or metal patio covers shall not be permitted on any lot.

m. **Nuisance.** It shall be the responsibility of each owner or resident to prevent the creation or maintenance of a nuisance in, or about the project. A nuisance includes but is not limited to the following:

1. The development of any unclean, unhealthy, and unsightly or unkept condition on, in or about a lot;
2. The storage of any item, property, substance, material or thing that will cause any lot to appear to be in an unclean or untidy condition. Respect and care will be observed by each Owner regarding issues that might disturb the peace, quiet, safety, and/or comfort of the other residents in the Subdivision;
3. Any contact or condition that is noxious and/or offensive, including loitering, or that tends to cause embarrassment, discomfort, annoyance, distress or any disturbance in or to any other resident, their guests or invitees, particularly if the police or sheriff must be called to restore order, and particularly including persistent and noticeable noise, and or on or about any loud, especially after 10 PM and before 7 AM. Any graffiti shall be promptly removed from a lot by the owner.
4. Maintaining any plants, devices or items, instruments, equipment, machinery, fixtures, or any things of any sort whose activities or existence in anyway is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the project my other residents, their guests or invitees. Animal Rights shall be allowed on the property with the understanding of responsibility for and consideration of the safety of other Owners in the subdivision.
5. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, or unsightly conditions, shall not be pursued or undertaken on any part of the project outside of the dwelling and garage.

n. **Garbage, Refuse, Debris and Derelict Vehicles.** No vehicles may be posted for sale, stored for repair, parts or salvage or otherwise kept at any location visible from any street in the subdivision, nor shall vehicles be left unused for more than 60 days or at any time in a visible state of repair. All rubbish, trash, refuse, waste, dusty debris and garbage should be regularly removed from the lot and shall not be allowed to accumulate thereon. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition, shall be stored out of view of the general public provided, however, that such containers may appropriately be placed for collection not more than 24 hours prior to any scheduled collection date and shall be removed from the view of the general public in a timely manner after being emptied.

o. **Temporary Structures and Fences.** No owner or resident shall place upon any part of the Project a temporary structure including but not limited to tents, trailers, or sheds without prior written consent of the ACC. Anything to the contrary notwithstanding and until the occurrence of the Events referred to herein; the Developer may install and use temporary structures in the development of the Project and marketing of the Lots or Units. All fence plans shall be submitted to the ACC for approval of style, material, height, color and placement. No chain link or wild fencing of any type will be allowed except by approval from the ACC for limited purposes described herein. Chain link may be used for dog runs, etc. which are not visible from any street. Additionally, the design of any fences used to

secure private swimming pools and private tennis courts shall be submitted to the ACC for approval prior to such fence being constructed.

p. **Landscaping.** The front yard landscaping of each lot shall be completed within 12 months after the initial occupancy. The back-yard landscaping of each lot shall be completed within 24 months of initial occupancy. The owners shall landscape all remaining land that is not occupied by building structure including a park strip located between the curb and the sidewalk. Owners shall install an automatic sprinkling system. Additionally, all landscaping shall be consistent with Highland City ordinances and is subject to the requirements described on the recorded plat and subdivision approval. All demolition, clearing, grubbing, stripping of soil, excavation, grading and compensation must be performed within the confines of an owner's lot. Each owner shall plant and maintain the required number of trees specified by Highland City, in their respective park strip. Each owner shall be required to sod or seed grass in their respective park strip. Said park strip shall have a sprinkling system constructed by the owner. Park strips in front yards may not be designed without grass unless pre-approved by the ACC.

The following trees, because of their and undesirable characteristics, are prohibited in the subdivision: Tree of Heaven, American Plane Tree, Lace Leaf Poplar, Silver Poplar Balaena Poplar, Narrow-leaf Poplar, Carolina Poplar, Fremont's Poplar, Lombard Poplar, Black Locust and the Siberian or Chinese Elm.

All grading and drainage will be consistent with Highland City standards. Owners are responsible for the grading and or drainage of their lot and they assume full responsibility for any and all damage incurred as a result of such.

All landscaping shall comply with Highland City ordinances and is subject to the requirements described on the recorded plat and the conditions at subdivision approval. Trees-lines, shrubs or other plantings provided by the owner of each respective lot shall be probably nurtured and maintained or replaced at the owner's expense upon request of the ACC. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must; be performed in the confines of a lot. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawns, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be promptly pruned and trimmed.

q. **Tree, Shrubs and bushes: Maintenance of Proper Sight Distance at Intersections.** All property located at walkways, paths and street intersections or corner shall be landscaped so as to remove any obstructions and to promote safe site. No fence, wall, hedge, shrub, bush, tree, monument, real or artificial, shall be planted or place by an owner or resident in, or about any lot in violation of this provision or in such a way as to cause a site/safety hazard.

r. **Exterior Alteration.** any and all alterations or modifications to the exterior of any existing buildings, fences, railings, or wall situated within the project without the prior written consent of the ACC shall be prohibited.

s. **Signs.** no signs shall be erected or displayed on any lot or street corner or other location except signs placed by the authority of the management committee. Notwithstanding any provisions in the declaration to the contrary, so long as the declarant retains the ownership of any units and or lots, declarant may erect signs such as it reasonably determines are necessary for the sale or for promotion of such units or lots. No sign other than one (1) for sale sign of customary and reasonable size

shall be erected or displayed on any lot without the prior written permission at the management committee. All signs must comply with Highland City requirement.

t. **Recreational Vehicles.** All recreational vehicles shall be stored behind the front of the garage and behind a fence approved by the ACC. No recreational vehicle will be stored on the street, driveways or front yard for longer than 48 hours without specific written permission from the ACC. No recreational vehicle or motor vehicle of any kind shall be repaired, constructed or reconstructed upon any lot, street, except that these restrictions may apply to emergency repairs.

u. **Parking on Main Road.** Street-side parking on main road shall not exceed 24 hours continuance.

v. **Window Treatments.** No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows. Internal sunshades and tinted windows are allowed. All windows and window panes in the projects will be harmonious in design and quality, so as not to detract from the uniformity in appearance and construction.

w. **Pets.** Dog(s), cat(s) and other normal household pets may be kept in the units provided that such pets are not kept, bred, or maintained for any commercial purposes. No pets will be permitted to urinate or defecate on any private property, lot, sidewalk or street, and the owner of such pet shall immediately remove feces left by their pet. If the owner or resident fails to abide by the rules and regulations and or covenants applicable to pets, the management committee may bar such pet from the subdivision. In addition, any pet which endangers the health or welfare of any owner or resident or which creates a nuisance (for example: unreasonable barking, howling, whining or scratching or unreasonable disturbance or other public concern, as may be determined in the sole discretion of the management committee) must be permanently removed from the project upon written notice by the management committee. Homeowners may have livestock animals upon the approval of the ACC.

x. **Laws.** Nothing shall be done or kept in, on or about any lot, 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.

y. **Leases.** A lease of a unit shall provide that any failure by the resident thereunder to comply with the terms of these covenants, conditions, and restrictions, shall be a default under the lease. If any lease does not contain the foregoing provisions, such provision shall nevertheless be deemed to be part of the lease and binding on the owner and resident by virtue of their inclusion in this declaration. No owner shall be permitted to lease his unit for transient, hotel, seasonal, rental pool, or corporate executive use or purposes, which shall be Deemed to be any rental with an initial term of less than six months. Daily or weekly rentals are prohibited. No owner may lease individual rooms to separate persons or less than his entire unit. No accessory apartment or partial lease is of any kind. Any owner who shall lease a unit shall be responsible for assuring compliance by the resident with the project documents. Other than as stated in this section, there is no restriction or right of any owner to lease or otherwise grant occupancy rights to their unit.

5.7. **Areas of Personal Responsibility.** Each owner shall maintain their lot and unit, and all the improvements constructed on or installed thereon. The following items are expressly included in the area of personal responsibility; all roof, foundations, footings, columns, girders, beams, supports, main walls and exterior of any dwelling unit and garage, all individual utility services such as power, light, gas, hot

and cold water, heating, refrigeration and air-conditioning systems, fixtures, windows, doors, patios, balconies and deck; garage doors, garage door systems, exterior fence surfaces, lawns, shrubs, trees and flowers.

5.8 **City Participation.** The project contains roads and walkways and other improvements dedicated to Highland City as shown on the map that will be maintained by Highland City.

5.9 **Specific Owner Obligations.** if the management committee determines that any owner, its family, guests, leases, or invitees has failed or refused to discharge properly its obligation with regard to the approval, maintenance, repair or replacement of items which it is responsible hereunder; then the management committee may, but is not obligated to, provide such maintenance, repair or replacement at the owner's sole cost and expenses, subject to the following:

a. **Assessment** that costs are incurred by the management committee in the performance of an item included in the area personal responsibility or enforcement of these covenants conditions and restrictions shall be added to and become part of an assessment to which such owner and Law is subject and shall be secured by a lien against the law regardless of whether a notice of lien is filed. Owners are liable to pay all assessments and collection costs, including attorney's fees; provided, however, no first mortgage (but not the seller under and executory contract of sale such as a uniform real estate contract, land South contract, or other similar instrument), who attends title II a lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which occurred prior to the acquisition of the title. The term "Owner" shall mean and referred jointly and severally two; the owner of both the legal and equitable interest in the lot, the owner of the record in the offices of the County recorder of Utah County. And the buyer and seller under any executory sales contract or other similar instrument.

b. **Notice of Intent to Repair** except in an emergency, the management committee shall give the owner a notice of the committees and tends to provide necessary maintenance, repair, or replace at owners cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the committee. The owner shall have 10 days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days.

c. **Emergency Situation.** If the committee determines that an emergency exists, then notice and the opportunity to cure the default is not necessary.

d. **Optional Repairs.** The committee may, but is not obligated to, provide any such maintenance, repair, or replacement in the matter described above.

e. **Right of Entry.** The committee or its agents or employees shall have a right to enter upon any lot as necessary to perform such work and shall not be liable for trespass for such entry or work.

5.10 **Interpretation.** To the extent that Utah law is consistent with the project documents, such provision shall supplement the terms thereof and are incorporated herein. The captions that precede the Articles and Sections of the Project Documents are for convenience only and shall in no way affect the manner in which any provisions herein are construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any partner of, and any gender shall include both other gender shall include both other genders. The added forth ability or

invalidity of any portion of the project document shall not affect the validity or enforceability of the remainder thereof.

5.11 **General Provisions for Construction.**

a. All builders are required to use a dumpster in which to place all construction refuse. That dumpster must be on site before the framing process begins. All builders must have a portable outhouse on site during construction. General contractors are responsible for all subcontractors to get debris cleaned up and maintain a consistently clean and attractive work area. All cement trucks must use a specified area for truck and chute clean-out.

b. All building plans, specifications and plot plans, including exterior material and color selections, must be submitted to the committee in duplicate and be accompanied by a written request for approval which includes the name, address and phone number of the applicant. The committee's approval or disapproval shall be in writing and returned to the applicant, together with a notation of approval, disapproval and or corrections and modifications necessary, and the date of the ACCs action affixed to one copy of such plans and specifications. In the event the committee felt to approve or disapprove such plans and specifications within 20 days after submission, or in the event no notice of violation is recorded (including any suit to enjoin the construction) before completion thereof, approval will not be required, and related covenants shall be deemed to have been fully complied with. Neither the ACCs nor the developer (declarant) by approval of that plan assumes any other obligation or liability or duty regarding the quality of construction, engineering, or design of a building, the safety there of, or suitability of the affected land for the proposed construction, including propose for basements.

c. Notwithstanding anything herein to the contrary, upon the purchase of the property within the subdivision, each property owner shall bond for completion of front and side landscaping by depositing with the declarant or it's agent, at the time of the first excavation or within 180 days (whichever comes first) of property purchase, funds equal to ½ the estimated cost of such landscaping. The amount bonded shall be proposed by the owner or builder and approved by the ACC, based upon the owners plans. The bonded amount will be held in accounts under that control of the declarant or its agent, gaining interest at a minimum of 1% annually. The property owners shall have 12 months to complete the front of property, 24 months to complete back yard landscaping from the date of moving in or completion of construction (whichever is later) to complete landscaping of the property. Funds deposited under this provision will be returned to the property owner, with interest, upon the property owners timely completion of landscaping. Failure to commence and complete landscaping within the stated time limits constitutes a violation of the covenants which violation authorizes declarant or its agents to apply deposited funds to landscaping approved by the ACC for the purpose of beautifying the property.

5.12 **Enforcement and Right to Recover Attorneys Assessment.** The ACC, or any lot owner may take action, at law or in equity, or enforce the terms, cabinets or conditions of the project documents and these covenants, conditions, and restrictions. Should the committee, management community or lot owner be required to take action to enforce the project documents, or to pursue any remedy provided here under or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all additional charges, including a reasonable attorney's fees, which may arise or accrue.

5.13 **Dispute Resolution.** The management committee may, but shall not be obligated to, exercise jurisdiction over and act as an arbitrator with respect to any dispute between or among lot owners or

residents. If the committee chooses to exercise jurisdiction mediation by the committee shall be mandatory but not binding unless the parties agree otherwise.

SECTION 6 TERM

The covenant shall run with the land for a period of 30 years from the date of recording; provided, however that said restrictions and covenants may be renewed by the ACC and continue thereafter for successive periods of 10 years, and less an amendment or revision of this instrument is executed as provided herein.

SECTION 7 DECLARANT'S RIGHT TO EXPAND DEVELOPMENT

7.1 **Right To Expand Or Continue.** This development may be expanded and continued by declarant, its assigns or successors without the requirement of consent by any homeowners in the initial phase as described herein, for a period of 10 years following the date of this declaration. That expansion or continuation may include an extension of these covenants and restrictions to new development, or amendment as provided for herein.

7.2 **Right to Create or Convey Common/Green Area.** The clients shall have the right, without the requirement to have an approved amendment as defined herein, to create a common area or green areas (parks) as deemed appropriate and beneficial by the ACC, or to convey property to a minister polity for such application.

SECTION 8 FINANCIAL OBLIGATIONS TO THE GABLERIDGE HOME OWNERS ASSOCIATION

8.1 **Obligations of Owners.** One of the obligations of Owners is to contribute financially to support the operations of the GableRidge Homeowners Association ("HOA"). The HOA funds its operations through collection of different kinds of assessments, e.g., Common Assessments, Capital Improvement Assessments, Reconstruction Assessments, Compliance Assessments and Transfer Fees.

8.2 **Fees.** There shall be a monthly fee of \$35.00 (USD) assessed to each lot owner. This fee is due to the HOA by the 8th day of each month and shall be collected by autopay set up by the HOA. There shall be a hearing held that is open to the HOA members for discussion on any HOA fee increase.

8.3 **Obligation of the HOA.** The HOA shall maintain the landscaping of the Common Area of GableRidge Subdivision. This includes keeping lawn, flowers, shrubs, walls and monuments in a neat and stately condition.

SECTION 9 MEMBERSHIP IN THE ASSOCIATION

9.1 **Membership.** Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the

terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. Membership in the Association shall be appurtenant to each Lot and may not be separated from the interest of an Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association; *provided, however*, that a Member's voting rights may be regulated or suspended as provided in this Declaration, the Bylaws or the Association Rules. Not more than one membership in the Association shall exist with respect to ownership of a single Lot.

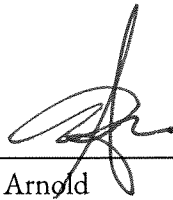
9.2 **Transfer.** The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or mortgagee of such Lot. Any attempt to separate the membership in the Association from the Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner shall fail or refuse to transfer the membership registered in such Owner's name to the transferee of such Owner's interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Lot set forth in the Utah County Recorder's office.

9.3 **Voting Rights.** All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws and Association Rules. The Association shall have one class of Members. Each Member shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a prorata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

9.4 **Approval of Members.** Unless a different percentage is otherwise provided for in this Declaration, the Articles or the Bylaws, the vote of a majority of the Members shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

9.5 **Declarant's Control of Association Prior to Turnover Date.** Prior to the Turnover Date, the Declarant has the right to appoint all of the members of the Board and the officers of the Association. Declarant may, but shall not be required to, at any time relinquish all or any part of Declarant's control and rights set forth herein.

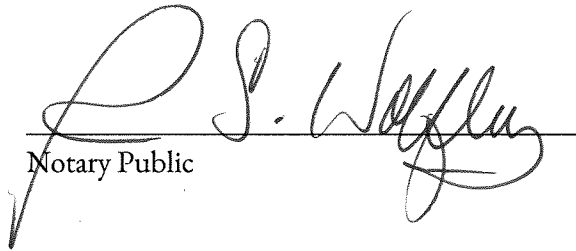
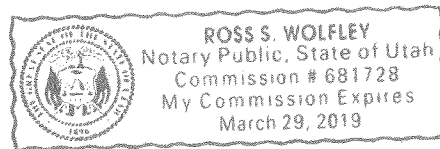
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first herein above-written.



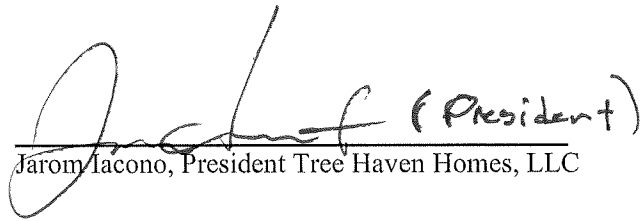
Steve Arnold

STATE OF UTAH)
)s.s.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 5th day of February 2018,
by
Steve Arnold, in the capacity of Lot Owner in GableRidge Subdivision, Highland, Utah.

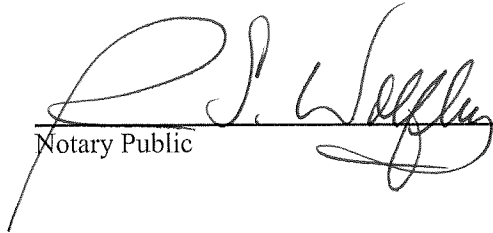

Notary Public

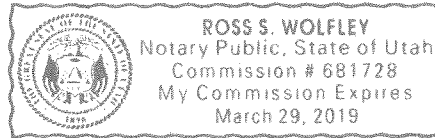
Tree Haven Homes, LLC

 (President)
Jarom Iacono, President Tree Haven Homes, LLC

STATE OF UTAH)
)s.s.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 6th day of January 2018, by Jarom Iacono, in his capacity as President of Tree Haven Homes, LLC.


Notary Public



DECLARANT:

Vitrail, LLC

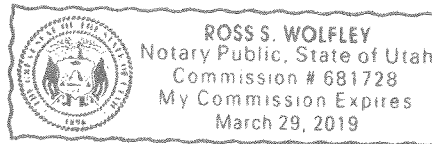
Tom Holdman MANAGER

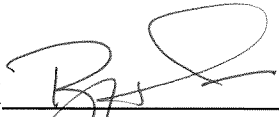
Thomas E. Holdman, Manager

STATE OF UTAH)
)s.s.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 5th day of February 2018, by Thomas E. Holdman, in his capacity as manager of Vitrail, LLC.

R. S. Wolfley
Notary Public



X 
Brad Holmes

X 
Holmes Homes

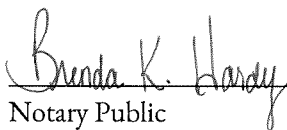
Holmes Homes BY Patrick Holmes

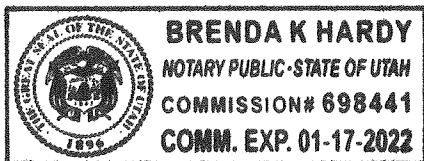
Its President

STATE OF UTAH)
)s.s.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 7 day of February, 2018

By Brad Holmes, in the capacity of Lot Owner in GableRidge Subdivision, Highland, Utah.


Notary Public



Lots 1-9, Plat "A", GABLE RIDGE SUBDIVISION, Highland, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.