

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF PORTER'S PLACE SUBDIVISION**

THIS DECLARATION of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration") is made and executed on this 9TH day of SEPTEMBER, 2019, by RAMH LLC, a Utah limited liability company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property hereinafter referred to as the "*Covered Property*" in Tooele City, Tooele County, State of Utah, more particularly described as follows:

All of Units 1-6 in the Porter's Place Subdivision, according to the official plat thereof on file with the Tooele County Recorder's Office, State of Utah.

WHEREAS, Declarant intends that all of the units within the Covered Property, and each of them together with the common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, equitable servitudes, and liens, all running with the title to said lots, herein set forth.

NOW, THEREFORE Declarant hereby declares, for the purpose of protecting the value and desirability of the Covered Property, that all units shall be owned, held, used, occupied, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Covered Property, and be binding on all parties having the right, title, or interest in the Covered Property or any part thereof, their heirs, successors, and assigns, and shall insure to benefit of each owner thereof.

**ARTICLE I
DEFINITION**

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

1. **"Association"** shall mean the Porter's Place Homeowners Association, which each Owner of any Unit shall automatically become a member of upon acquiring title to the Unit, as provided in Article II of this Declaration.
2. **"City"** shall mean the city of Tooele, Utah and its appropriate departments, officials, and boards.
3. **"Committee"** shall mean the architectural review and management committee created under Article III of this Declaration, which Committee shall be responsible for enforcing the architectural standards and restrictions set forth in this Declaration and managing the affairs of the Association (or hiring a management company to do the same), as set forth in this Declaration.
4. **"Covered Property"** shall have the meaning set forth above.
5. **"Declarant"** shall mean and refer to RAMH LLC, and its successors and assigns, so long as Declarant assigns such rights of Declarant hereunder to any such person by an express written agreement.
6. **"Declaration"** shall mean this Declaration of Covenants, Conditions, and Restrictions, together with any subsequent amendments or additions.
7. **"Dwelling"** shall mean the single-family residence built or to be built on any

Unit, including the attached garage.

8. **"Improvement"** shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of a building.

9. **"Unit"** shall mean any numbered building Lot shown on any official plat of all or a portion of the Covered Property.

10. **"Owner"** shall mean the person or persons having title to any Unit. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligation, including the trustee and/or beneficiary under deed of trust or mortgagee under a mortgage. If there is more than one owner of record of legal title to a Unit then notice to any one of such owners of record shall be deemed notice to all owners of record of that Unit.

11. **"Plat"** shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Tooele County Recorder, as such plat may be amended from time to time.

12. **"Condominium Improvements"** shall mean all improvements and facilities to be included outside of the boundaries of Units, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of the subdivision of the Covered Property.

13. **"Common Areas"** shall mean and refer to that part of the Property which is not included within the Units, including all roadways within the Project and all Common Areas are further shown on the Condominium Plat.

14. **"Limited Common Areas"** shall mean any Common Areas designated as reserved for use by the Owner of a certain Unit or Units to the exclusion of the other Owners in the Project. Any parking areas and storage facilities that are identified on the Plat as Limited Common Areas are permanently assigned to specific Units, as an appurtenance to such Units, for the exclusive use of such Units. The Plat permanently designates the Unit or Units to which each of the Limited Common Areas is reserved and appurtenant.

ARTICLE II HOMEOWNERS ASSOCIATION

1. Each Owner, by their acceptance of a deed to a Unit, is deemed to have read and agreed to be bound by the terms and conditions of the Declaration. Each Owner is bound by the covenants, conditions, restrictions, and easements of this Declaration.

2. To effectively enforce these Covenants, the Declarant has created, or will create, a Utah non-profit corporation called the Porter's Place Homeowners Association. The Association shall be comprised of the Owners within the Condominium, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Unit, and is transferable only in conjunction with the transfer of title to the Unit. The Association shall have and exercise, as necessary, the following powers:

3. **Enforcement Powers.** The Association shall have the power to enforce these covenants by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these covenants and to incur expenses for that purpose. The officers of the Association

shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these Covenants. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however, this shall not limit the individual rights of Owners to personally enforce these Covenants in their own name. The Association may appear and represent the interests of the Condominium at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

4. Assessments. Except as provided in 2.2, the Association has the power to levy assessments against each Unit as necessary to carry out these functions. All assessments will be equal on all Lots, whether vacant or improved. Assessments will be made annually but shall be paid in equal monthly installments and shall be made to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to, the costs of reimbursement of expenses incurred by the Trustees in performance of their obligations, the costs of complying with and enforcing rights under these covenants, acquisition of liability insurance, working capital, and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of a majority of the votes held by a quorum of the Owners (as defined in 2.8) in attendance in person or by proxy at a meeting called for that purpose.

5. Assessments on Units Owned by Declarant. No assessments shall be levied against Units owned by Declarant that do not have a completed Dwelling. Assessments levied against Lots owned by Declarant that have a completed Dwelling shall not include any portion of costs incurred for management and administration of the Association or for reserves for capital repairs, replacements, or improvements.

6. Assessments Constitute Lien. Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the respective Unit or Units in the Condominium. The Association shall have the right to foreclose on that lien under the procedures available for the foreclosure of mortgages in the state of Utah when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. Alternatively, if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Unit shall have priority from the date that the first Notice of Lien on a specific Unit is recorded in the office of the Tooele County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Unit, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay any assessments is a personal obligation of the Owner of each Unit, and the Association may proceed to collect against the Owner, or the prior Owner of any Unit (in the event of a sale) without any obligation to first take recourse against the Unit and Improvements to which the Lien has been attached. The legal and administrative costs of any foreclosure or non-judicial proceeding, interest on all amounts due and owing, and all late fees shall be added to the assessment amount past due and shall constitute part of the assessment. Interest shall be charged on all assessments at a rate of 1.5% per month, beginning 15 days after such amount is due. In addition, a late fee of 5% shall be charged for each assessment installment paid 15 days or more after the installment is due. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts a deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Unit was acquired by the Mortgagee or Beneficiary under a Trust Deed. However, all other successor Owners shall be deemed to assume the obligation to pay unpaid assessments on the Unit.

7. Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Unit showing the assessments to be paid in full, or the amounts of any past due assessments. The buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

8. Indemnity of Association Trustees and Officers. The Association will indemnify the officers, agents and trustees of the Association against any and all claims arising against them personally, which are a result

of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

9. Notice of Election. Notice of Meeting. Unless otherwise provided in the Bylaws of the Association, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 30 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of meeting. At any such meeting, a quorum will exist of Owners holding 51% of the total voting power within the Association are present, and notice was properly given. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

10. Special Meeting. When circumstances warrant, a special meeting of the Owners may be called as provided in the Bylaws. No business may be conducted at a special meeting without a full quorum of the Owners (as defined in 2.8) being present in person or by written proxy.

11. Number of Trustees. Term of Office. Unless otherwise provided in the Bylaws of the Association, there shall be three (3) members of the Board of Trustees, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Trustees is named, whether by appointment by the Declarant or by election from among the Owners, the Trustees will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Trustees may serve consecutive terms.

ARTICLE III RESTRICTIONS OF ALL UNITS

1. Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, as the same may be amended, repealed or modified by the City from time to time, and no Unit may be occupied or used in a manner that violates any such applicable ordinances or codes.

2. Business or Commercial Uses. No portion of the Covered Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Units for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Units are sold, whichever occurs later, or (b) the conduct of a home-based occupation entirely within a Dwelling.

3. Time to Complete Dwelling. A Dwelling must be completed in accordance with the requirements of this Declaration within five (5) years after the first purchase of the associated Lot by anyone from the Declarant. In the event of a subsequent sale of such Unit without a Dwelling thereon, the time period does not reset and shall continue to run until expired. The foregoing requirement shall not apply to the Declarant or its successor or any Lots owned by Declarant or its successor.

4. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

5. Dwelling to be Constructed First. No garage, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on a Lot.

6. Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any unit, except that dogs, cats or other household pets may be kept, provided

that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control.

7. Underground Utilities. All gas, electrical, telephone, television, cable, DSL, and any other utility lines in the Covered Property are to be underground, including lines within any Unit which service Improvements within that Unit. No propane tanks or oil tanks may be installed on any Unit except for temporary heat during construction.

8. Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

9. Maintenance of Property. All Units and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Unit. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as garbage bins; lawn or garden furniture, except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Unit in any visually unappealing manner.

10. Trash and Rubbish. All Units (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.

11. Vehicles Restricted to Roadways. No motor vehicle shall be operated on the Covered Property except on improved roads and driveways. No snowmobiles or motorcycles shall be operated on any Unit except for ingress or egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

12. Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles parked for an extended period of time shall be prohibited unless such vehicles are kept from the view of the general public.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback of the Limited Common Area. No dividing structure between buildings on any other portion of the Limited Common Area shall be over 6 feet in height or include any sight obscuring fences unless approved in writing by the Committee. No chain link or vinyl fencing shall be permitted on any Unit. Ornamental Iron, Decorative Concrete Precast, certain masonry fencing, or other decorative fence materials and designs may be constructed on a Lot with prior approval of the Architectural Review and Management Committee.

ARTICLE IV ARCHITECTURAL REVIEW AND MANAGEMENT COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Unit of a type and nature that result in buildings which are architecturally compatible in terms of materials, colors, and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee,

which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

1. **Committee Composition.** The Committee will consist of at least three members, who must be Owners or appointees of Declarant. So long as Declarant or its successor owns at least twenty-five percent (25%) of the Lots, the Declarant or its successor has sole authority to appoint and remove Committee members, including to fill vacancies. On the date two years after eighty percent (80%) of the Lots have been sold by Declarant, or at such earlier date as is selected by Declarant in its sole discretion, the Owners (the Owners of each Unit having one vote) shall elect the members of the Committee from among the Owners. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

2. **Approval by Committee Required.** No Improvements, including without limitation the construction of any Dwelling, garage, guest house, outbuilding, parking enclosure, driveway, tennis court, swimming pool, fence, wall, or any other permanent or temporary structure may be constructed, erected, or installed in the Property without the prior consent of the Committee. No excavation, grading, filling, draining, landscaping, shall be made without the advance written consent of the Committee. Approval of the Committee shall be sought in the following manner:

a. **Review.** Within ten (10) days from receipt of a complete submission of proposed plans and related information, the Committee will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If the plans do not comply, they shall be rejected. If the plans are in compliance, the Committee shall approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered final approval, and no final approval will be granted with less than a complete submission. **No reasonable Improvement request shall be denied by the Committee.** Upon approval, the committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction will be permitted unless it strictly complies with the approved plans.

3. **General Design Review.** The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well-designed community. With this in mind, a unit owner may request a variance to some specific standards of this Declaration to the Committee. Such a variance may be granted if the Committee in its own discretion deems the variance from the standards reflects the architecturally appealing design that will maintain both the style and real estate values of the surrounding area.

4. **Declarant and Committee Not Liable.** There shall be no liability imposed directly or indirectly on any member of the Committee or Declarant for any loss, damage, claim, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure itself, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

5. **Limitations on Review.** The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

ARTICLE V ARCHITECTURAL RESTRICTIONS AND LANDSCAPING

All Improvements on any Unit shall be subject to the following restrictions and architectural design standards:

1. Number of Dwellings. Only one structure, consisting of up to 2-single family residence dwellings may be constructed on any Unit. All Dwellings shall have an attached garage for at least two cars.

2. Guest House, Barns, and Out Buildings. Guest houses, barns, out buildings and all other storage buildings are not permissible.

3. Dwelling Size.

a. Rambler one-story structure shall be not less than 2000 square feet above grade.

4. Exterior Requirement. No structure shall be built unless 100% of all of the faces of the structure are made of rock, brick, stucco, cement fiber board, or other material as specifically approved by the Committee based on appropriate architectural design. The color of materials used shall be disclosed to the Committee and Owners are encouraged to submit samples.

5. Roof Design. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc., as approved by the Committee. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum, copper or galvanized metal painted to match the adjoining roof color.

6. No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

7. Balconies and Decks. Any balcony or deck that is more than twenty-four inches above the natural grade must be constructed in compliance with the following: All posts or pillar supporting any deck must be between eight and sixteen inches in width. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished, and painted, or stained.

8. Custom Lighted Address Structure. A lighted address structure shall be provided and installed at or near each driveway entrance by Owner at the time of occupancy. Specifications and construction detail for said structure shall be provided by Declarant. After the initial installation, individual lot owners will be responsible for replacing any damaged or missing parts of the structure. Said restored enclosures shall be reconstructed to duplicate the original design and construction. The light in the structure shall be wired with a photo electric cell so that it will be on during all night hours and must be maintained in good operating order.

9. Landscaping. It is the intent of the Declaration to require appropriate landscaping of Units following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

a. Lawn and Landscaping Required. Each Unit is required to have a landscape plan prepared and submitted for approval by the Committee. No landscaping shall be commenced prior to receiving approval from the Committee for the landscape plan. No

landscaping shall be commenced which differs from the landscape plan approved by the Committee for such Unit. Front yard and visible side yard lawns are to be installed within 45 days after occupancy or by April 30 of the year following occupancy in the case of a winter occupancy. As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of a building permit, whichever first occurs, each Owner is required to fully landscape his or her Unit. The Committee shall be entitled to require a bond from the Owner in the event that winter conditions do not permit the completion of landscaping prior to occupancy of the Dwelling, in such amount and under such terms as are determined by the Committee. The Owner may plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Front and visible side yard lawn areas must be provided with sod and not grown from seed or power mulching. Trees, lawns, shrubbery and other plantings provided by each Unit Owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same upon the request of the Committee. Owners shall maintain the landscaping of their Units in good, well-kept condition, as reasonably determined by the Committee.

b. Sprinkler System. All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

c. Site Drainage and Storm Water Retention. Site has been designed and will be developed with on-site storm water retention. The Association will be responsible for any necessary maintenance of drainage to retain storm water on site.

ARTICLE VI INSURANCE

1. Liability Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies (herein called "the Policy") of Public Liability Insurance to insure the Association, the Board and the Managing Agent and employees of the Association against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Tooele nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

2. Additional Insurance: Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and Limited Common Areas and the Association, the Board, the Managing Agent or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer's rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended, or invalidated

due to the conduct of the Association or any directors, officer, agent, or employee of the Association without a prior written demand that the defect can be cured and (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

3. Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Residential Lot and to the holder of any mortgage on any Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

4. Residential Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot and Acts and events thereon.

5. Owners Insurance. Each Owner of a Unit, except the Declarant, shall be required at his own cost and expense to obtain and at all times maintain in full force and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Living Unit and garage located on such Owner's Unit in an amount equal to its full insurable replacement value. Each Owner shall provide the Association with a copy of each policy of insurance or a certificate issued by the insurance company to evidence such insurance and each such policy shall provide that it will not be cancelled or terminated by the insurance company without giving the Association at least ten (10) days advance written notice of such cancellation or termination. Such policy or policies shall waive the insurance company's right of subrogation against the Association, the Owners, the Manager, if any, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for waiver of subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Lot. Except as otherwise required by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by fire or other casualty. In the event that any Owner fails to obtain and maintain the insurance required by this Section, or to provide the Association with suitable evidence of such insurance, the Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner, and the Owner shall be obligated to immediately reimburse the Association for the costs thereof. The Owner's obligation to reimburse the Association for the cost of any such insurance shall be secured by a lien upon the Owner's Lot as provide in this Declaration with respect to Monthly and Special Assessments.

ARTICLE VII GENERAL PROVISIONS

1. Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on a Unit is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

2. Community Association Act. The Association shall be governed by and subject to the provisions of the Utah Community Association Act, Utah Code Ann. § 57-8a-101 et seq., as the same may be amended from time to time, so long as such statutory provisions are not inconsistent with the provisions of this Declaration.

3. Remedies.

a. Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Unit), by any other Owner, or by the Committee in its own name. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys' fees and costs.

b. Nothing in this Declaration shall be construed to limit the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in addition to those remedies available at law.

c. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

d. The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against other similar violations.

4. Severability. Each of the covenants, conditions and restrictions contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

5. Limited Liability. Neither the Declarant, the Committee or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

6. Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Units may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the Covered Property, Declarant's approval shall be necessary for any amendment to be valid or effective. Any amendment of this Declaration shall not be effective until it has been approved by the requisite number of Owners and has been filed of record in the Tooele County Recorder's Office against each of the Units included in the Covered Property. No amendment to this Declaration will be binding on the holder of any then-existing mortgage or trust deed unless the holder of the same consents to the amendment. Amendments, however, shall be binding on subsequent holders of mortgages or trust deeds whose liens are filed of record after the amendments have been filed of record.

7. Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Unit in the Covered Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions contained herein against his Unit, whether or not there is reference to this Declaration in the instrument by which he acquires his interest in any Unit.

8. Notices. All notices under this declaration are deemed effective 72 hours after mailing, whether delivery proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

9. Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Covered Property. Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

10. Mortgagee Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Covered Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Unit whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

**ARTICLE VIII
PROPERTY RIGHTS IN COMMON AREAS AND UNITS**

1. **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Each Owner shall have an unrestricted right of ingress or egress to and from its Unit over and across such Common Areas. Each owner shall also have the exclusive right to use and enjoy any Limited Common Areas that may be designated for exclusive use by such Owner. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family members, household guest, tenant, lessee, contract purchaser, or other person who resides in such Member's Unit.

2. **Party Walls.** Each wall or ceiling-floor physical boundary which is built as part of the original construction (or reconstruction) of the Condominiums upon the Units and placed on the dividing line (whether horizontal or vertical) between the Units shall constitute a "**Party Wall**", and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all Party Walls within the Project. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of such Party Wall. If a Party Wall is destroyed or damaged by fire or other casualty, the provisions of Article VI hereof shall apply. Notwithstanding any other provision of this Section, an Owner who by his negligent or willful act causes a Party Wall to be damaged shall bear the entire cost of furnishing repairs to the Party Wall. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

3. **Form for Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Unit may describe the interest or estate involved substantially as follows:

"Unit No. _____ of Porter's Place Subdivision, together with all improvements located thereon, as said Unit is identified in the Plat of said development and in the Declaration of Covenants, Conditions and Restrictions of Porter's Place Subdivision, both recorded in the Recorder's Office of Tooele County, State of Utah. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions."

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

4. **Transfer of Title.** Each Owner shall be entitled to an undivided interest in the Common Areas and facilities in percentages or fractions determined by using the number of units owned over the number of units developed in the contemplated development. No percentage ownership interest in the Common Areas shall be separated from the Units; and even though not specifically mentioned in the instrument of transfer the ownership interest shall automatically accompany the transfer of interest in the unit to which it relates.

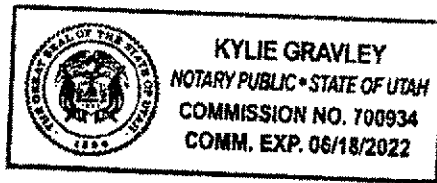
Executed on the date stated above.

RAMH LLC, a Utah corporation

By: *Nathan Alvey*
NATHAN ALVEY
Its: MANAGER

State of Utah)
) ^{Davis} :ss
County of ~~Forde~~)

The foregoing instrument was acknowledged before me this 9 of September
2019 by Nathan Alvey, as manager of RAMH LLC.



Seal:

Kylie Gravley
NOTARY PUBLIC
Residing at: Kaysville, Ut

File Number: SL36878C
Parcel No. (For Reference Purposes Only):
20-087-0-0001

EXHIBIT "A"

UNIT 1, PORTER'S PLACE CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP, RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER, AS ENTRY NO. 493355 IN BOOK 20 AT PAGE 87 OF OFFICIAL RECORDS, (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER AS ENTRY NO. 493356 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT AND AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

File Number: SL37325C
Parcel No. (For Reference Purposes Only):
20-087-0-0002

EXHIBIT "A"

UNIT 2, PORTER'S PLACE CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP, RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER, AS ENTRY NO. 493355 IN BOOK 20 AT PAGE 87 OF OFFICIAL RECORDS, (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER AS ENTRY NO. 493356 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT AND AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

File Number: SL37031C
Parcel No. (For Reference Purposes Only):
20-087-0-0003

EXHIBIT "A"

UNITS 3, PORTER'S PLACE CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP, RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER, AS ENTRY NO. 493355 IN BOOK 20 AT PAGE 87 OF OFFICIAL RECORDS, (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER AS ENTRY NO. 493356 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT AND AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

File Number: SL37321C
Parcel No. (For Reference Purposes Only):
20-087-0-0004

EXHIBIT "A"

UNIT 4, PORTER'S PLACE CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP, RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER, AS ENTRY NO. 493355 IN BOOK 20 AT PAGE 87 OF OFFICIAL RECORDS, (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER AS ENTRY NO. 493356 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

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File Number: SL37319C
Parcel No. (For Reference Purposes Only):
20-087-0-0005

EXHIBIT "A"

UNIT 5, PORTER'S PLACE CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP, RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER, AS ENTRY NO. 493355 IN BOOK 20 AT PAGE 87 OF OFFICIAL RECORDS, (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER AS ENTRY NO. 493356 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT AND AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

File Number: SL37324C
Parcel No. (For Reference Purposes Only):
20-087-0-0006

EXHIBIT "A"

UNIT 6, PORTER'S PLACE CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP, RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER, AS ENTRY NO. 493355 IN BOOK 20 AT PAGE 87 OF OFFICIAL RECORDS, (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER AS ENTRY NO. 493356 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT AND AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).