



ENT 60522:2018 PG 1 of 19
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jun 28 10:55 am FEE 113.00 BY DA
RECORDED FOR LEHI CITY CORPORATION

When Recorded, Return to:
Vivian Estates, Inc.

1850 North 1450 West
Lehi, UT 84043

Attn: Jason Rickards.

Affects Portion of Tax Parcel Number:

12:014:0102

Space above for Recorder's use

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
VIVIAN ESTATES, PLATS "A", "B", and "C"**

This Declaration of Covenants, Conditions, and Restrictions for Vivian Estates, Plats "A", "B", and "C" ("**Declaration**") is made and executed as of July, 2018, by Vivian Estates, Inc. ("**Declarant**").

RECITALS

Declarant owns certain real property located in Utah County, Utah, a legal description of which is attached as

A. Exhibit A to this Declaration ("**Property**").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Development.

DECLARATION

Declarant hereby declares that the Property will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the Property and will be binding upon, and will inure to the benefit of, all parties having or acquiring any right, title, or interest in or to the Property or any part thereof.

1. Definitions.

As used in this Declaration, the terms set forth below will have the following meanings:

1.1 Additional Property. Any land, whether or not owned by Declarant, which is made subject to this Declaration as provided in Section 5.1.

1.2 Applicant. Any Owner seeking to construct improvements on its Lot who submits an Application to the Committee.

1.3 Application. Defined in Section 2.3.

1.4 City. Lehi City, Utah.

1.5 **Committee.** The Architectural Control Committee authorized pursuant to paragraph 2.2.

1.6 **County.** Utah County, Utah.

1.7 **Declarant.** Vivian Estates, Inc., and its successors and assigns if such successor or assignee acquires all of Declarant's interest in the Property (or less than all of Declarant's interest in the Property if a recorded instrument executed by Declarant assigns to the assignee all of Declarant's rights under this Declaration).

1.8 **Declarant Control Period.** The period beginning on the date this Declaration is recorded and ending 60 days after Declarant elects in writing to terminate the Declarant Control Period.

1.9 **Declaration.** The Declaration of Covenants, Conditions, and Restrictions for Vivian Estates Subdivision.

1.10 **Development.** Vivian Estates Subdivision Plats "A", "B" and "C".

1.11 **Guest.** Any person who is a visitor or invitee and who (a) is accompanied by an Owner or a Tenant, or (b) has been granted permission by an Owner to occupy its Residence for a period of time.

1.12 **Lot.** Each of Lots as depicted on the Plats.

1.13 **Owner.** Any Person having a fee ownership interest in a Lot. "Owner" does not include a Tenant or a Person holding less than a fee interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership will not discharge an Owner from obligations incurred before termination.

1.14 **Person.** A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.15 **Plat(s).** Vivian Estates Subdivision Plats "A", "B" and "C" recorded June __, 2018, in the official records of the County Recorder.

1.16 **Property.** Real property described in Exhibit A.

1.17 **Residence.** A building located upon a Lot and designated for separate residential occupancy, including a house.

1.18 **State.** Utah.

1.19 **Tenant.** Any Person who is leasing or renting a Residence or Lot.

1.20 **Term.** This Declaration shall expire 20 years after the last Lots are annexed into the Development.

2. Architectural Control Committee

2.1 General. So long as the Committee is in existence, no improvements of any kind, including all landscaping installations and the construction of any Residence, garage, outbuilding, parking area, driveway, tennis court, walkway, fence, wall, curb, pool, solar panel, outside air conditioning equipment, or any other permanent structure may be constructed, erected, or installed on a Lot without the approval of the Committee. No excavation, grading, filling, or draining, may be performed without the approval of the Committee. No approval will be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of its Residence without approval by the Committee. However, modifications to the interior of screened porches, patios, or similar portions of a Lot visible from outside the structure will be subject to Committee approval. All Residences constructed on the Lots will be designed by and built in accordance with the plans and specifications of a licensed architect or designer. This Section will not apply to Declarant's activities.

2.2 Composition of Committee. During the Declarant Control Period, Declarant (or its authorized designee(s)) will serve as the Committee. Upon the expiration of the Declarant Control Period, the Committee shall be dissolved, and Committee approval shall no longer be required, but all improvements shall still conform to the provisions of this Declaration.

2.3 Application. Any Owner seeking to construct improvements must submit an Application to the Committee for review. The required Application shall include:

- (a) plot plans to scale showing the entire site, the Residence and accessory structures, garages, walks, drives, fences, lights, and retaining walls.
- (b) detailed floor plans showing dimensions and measurements.
- (c) detailed elevations showing existing and finished grades and contours including those at the outside corners of the Residence and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- (d) complete descriptions of color and materials for the exterior surface of the Residence.
- (e) detailed sections, cross and longitudinal.
- (f) details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
- (g) such additional information as may be reasonably necessary to consider any Application.

The Committee may waive certain Application requirements depending on the nature of the proposed improvements.

2.4 Standard. The Committee may approve or disapprove any Application in its sole discretion and for purely aesthetic reasons.

2.5 Approval Procedure. The Committee will make a determination on each Application within 45 days after receipt of a completed Application and all required information. The Committee may (a) approve the Application, with or without conditions; (b) approve portions of the Application and disapprove other portions; or (c) disapprove the Application. The Committee will notify the Applicant of its decision within five days of making the decision. In the case of disapproval, the Committee will specify the reasons for disapproval or offer suggestions for curing any objections. If the Committee fails to render its decision within 45 days after receipt of the completed application, the application will be deemed to have been denied.

2.6 Assistance. The Committee may retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State, to advise and assist the Committee in reviewing an Application.

2.7 Fees. The Committee may charge a \$250 fee for reviewing an Application ("Review Fee") and may require the Review Fee to be paid in full before the Committee reviews an Application. The Review Fee may include the reasonable cost of having the Application reviewed by architects, engineers, or other professionals, whom the Committee may employ as it deems necessary to perform the review. The fee may become refundable if the application is approved in a single submission and no professional services are incurred. The Committee may also require an Applicant to submit a deposit ("Deposit") of not more than \$2,000, to ensure that the Applicant (a) keeps its Lot in a condition so as to prevent the rubbish and debris that accumulate during the construction or landscaping process from blowing or collecting on neighboring Lots and streets; (b) reasonably cleans up its Lot at or near the completion of the construction or landscaping process; (c) repairs any damage to the Property caused by the construction or landscaping process; and (d) otherwise complies in all respects with the provisions of this Declaration. The Committee may require that an Applicant pay the Deposit before beginning construction of the improvements or at any time during the construction period. Upon satisfactory completion of the construction of the improvements, the Committee will return the balance of the Deposit to the Applicant. The Committee may change the amount of the Review Fee or the Deposit at any time to cover increasing costs.

2.8 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the Committee will have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. Committee decisions will be rendered in writing and will set forth the actions taken by the consenting Committee members

2.9 Liability. No Committee member will be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed because of any act or omission of the Committee or a member of the Committee, as long as the Committee member has acted in good faith

2.10 Nonwaiver. Consent by the Committee to any matter will not be deemed to be a precedent or waiver preventing the Committee from withholding consent to any similar matter.

2.11 Effective Period of Consent. The Committee's consent to any Application will automatically be revoked one year after issuance unless Owner has begun construction of the proposed improvements or has applied for and received an extension of time from the Committee.

2.12 Architectural Control Committee Certificate of Compliance. Within 30 days after written request is delivered to the Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee will provide such Owner with an Certificate of Compliance, which is attached as Exhibit B, executed by a member of the Committee, certifying with respect to any Lot owned by the Owner that as of the date of the certificate, either: (a) all improvements located on the Lot comply with this Declaration, or (b) certain improvements do not comply with this Declaration, in which event the certificate will also identify the noncomplying improvements and specify the nature of the noncompliance. Any purchaser of the Owner's Lot and any mortgagee or other lienholder will be entitled to rely on the Certificate of Compliance, which will be conclusive as between the Owner, the Committee, and such purchaser, mortgagee, or other lienholder.

3. Covenants, Conditions, and Restrictions.

3.1 Further Subdivision, Lot Line Adjustments, Property Restrictions, Rezoning. No Lot may be further subdivided or otherwise separated into smaller parcels by any Owner, and no portion less than all of any Lot, nor will any easement or other interest therein, be conveyed or transferred by any Owner without the approval of the Committee. Lot line adjustments are prohibited without the approval of the Committee and all Owners of the affected Lots. No further covenants, conditions, restrictions, or easements will be recorded by any Owner or other Person against any Lot without the approval of the Committee. No application for rezoning of any Lot and no applications for variances or use permits will be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

3.2 Permitted Use.

(a) **Residential Use.** Subject to the provisions of Section 3.2(b), the Lots will be used for single-family residential purposes only.

(b) **Commercial Use Restricted.** No externally-visible commercial activities of any kind will be conducted on the Property, nor will any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on the Property. However, the following will be permitted: (i) activities relating to the rental or sale of Lots; (ii) the right of Declarant or any contractor to construct improvements on a Lot, to store construction materials and equipment on a Lot in the normal course of construction, (iii) the right of Declarant to use any Residence as sales or rental office or as a model Residence for purposes of sales or rental in the Development; and (iv) home offices, including the right of an Owner to maintain its professional library, records, or accounts, or to communicate with professional associates, clients, or customers in its Residence, as long as there is no external evidence thereof.

(c) **Leases.** No Lot may be leased for a period of less than 30 days. Any lease agreement will be in writing and will provide that the terms of the lease are subject to this Declaration, and that any failure by the Tenant to comply with this Declaration will be considered a default under the lease. Any Owner who leases its Lot will provide a copy of the lease to the Committee within 30 days after execution of the lease. No Lot will be subjected to time interval ownership.

(d) **Transient Lodging Use Prohibited.** Lots may not be rented for transient lodging, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers.

(e) **Use of Temporary Structures as a Residence Prohibited.** No trailer, mobile home, camper, camper shell, tent, shack, garage, bam, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind may be used at any time for a residence, either temporary or permanent.

(f) **Drilling, Mining Prohibited.** No oil drilling, oil development operations, oil refining, mining, drilling, prospecting, quarrying, mineral exploration, or similar activities will be permitted on the Property.

(g) **Unlawful Use Prohibited.** No unlawful use will be made of the Property or any part thereof, and all applicable federal, state, and local laws, ordinances, and regulations will be observed.

3.3 Permitted Structures.

(a) No structures will be erected or permitted to remain on any Lot except Buildings (and structures normally accessory to Buildings) that comply with this Declaration and are approved by the Committee. Any structure erected on a Lot must harmonize in design and materials with the Residence on the Lot.

(b) No mobile home, trailer house, or other previously erected, used, or temporary structure may be installed or maintained on any Lot. No derrick, oil well, tunnel, mine, or similar structure designed for use in drilling for oil, natural gas, water, or minerals will be erected or maintained on any Lot.

3.4 **Size.** Rambler style houses with basements will have a minimum of 1,800 finished square feet of main floor area above finished grade. Rambler style houses without a basement will have a minimum of 2,000 finished square feet of main floor area above finished grade. Two-story houses will have a minimum of 2,200 finished square feet above finished grade. No split entry homes are permitted. The foregoing square-footage requirements do not include garages, porches, verandas, patios, eaves, overhangs, or steps.

3.5 **Setbacks.** No structure may be located on any Lot within (a) 25 feet of the front lot line, (b) 8 feet of either side lot line, or (c) 30 feet of the rear lot line. However, on corner Lots (Lots with side yards that border a street), no structure may be located on the Lot within 20 feet of the side lot line that borders the street, and the rear yard setback shall be 15'. These minimum setbacks will be measured from the lot line to the nearest projection of the structure, including roofs, soffits, and fascia.

3.6 **Building Height.** No Lot will contain a structure that exceeds a height of two stories (not counting any basement) or 38 feet, whichever is less. Height will be measured as the vertical distance from the top of concrete curb to the highest point of the roof structure. Chimneys, flag poles, and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure.

3.7 **Residences.** All Residences must be constructed with new materials (except pre-

approved used brick) and will be of good quality workmanship and materials and will have a fair market value upon completion of at least \$250,000, excluding land value and closing fees. The exterior materials of a Residence must consist of brick, stone, stucco, HardiePlank or a combination thereof. Wood, aluminum, or vinyl exterior siding is prohibited. Aluminum soffit and fascia is permitted. Fascia must be at least 6 inches wide. Roofs must have at least a 5/12 pitch and no greater than a 12/12 pitch. Flat roofs are prohibited. All exposed concrete foundations will be plastered or have stone veneer.

3.8 Garages. Each Residence will have an attached three-car garage. All interior walls of the garage shall be finished. Carports are prohibited.

3.9 Paving. Driveways and walks may be paved with concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick, or paving blocks. Gravel paving or asphalt paving is prohibited.

3.10 Other Structures. Tennis courts, basketball courts, swimming pools, cabanas, and like structures, shall be placed at the rear of the residence. Any and all future additions to the property shall be submitted to the Committee for approval, prior to commencement of construction.

3.11 Recreational Vehicles. All recreational vehicles shall be parked, in a designated area, either in an enclosed, fenced side yard or at the rear of the residence. Locations shall be submitted to the review board for approval.

3.12 Nuisances. No nuisance will be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants.

(a) **Noxious or Offensive Activity.** No noxious or offensive activity will be carried out on any Lot or in any part of the Development, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Development.

(b) **Unsightliness.** No unsightliness will be permitted on any Lot. This will include, without limitation, the open storage of any building materials (except during the construction of any structure); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers screened from view in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from outside the Lot.

(c) **Lights.** Outdoor lighting will be designed to direct the light downward and limit the field of light to the confines of the Lot on which it is installed.

(d) **Sounds.** No continuously barking dogs, loud speakers or other noises will be permitted to continue on any Lot in a way that might reasonably be expected to annoy or disturb other Owners, Tenants, or Guests, except for security or fire alarms and noise incident to legitimate construction and maintenance work.

(e) **Pests.** No Owner will permit anything or condition to exist upon any portion of the Development which will induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

3.13 **Hazards.** No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which could lead to the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). All stacks and chimneys from fire places in which combustibles, other than natural gas, are burned will be fitted with spark arresters. Exterior fires are prohibited, except fires contained within appropriate receptacles as provided by City ordinance.

3.14 **Animals.** Owners may not feed or hunt wildlife within the Development. No wild or dangerous animals, horses, cows, pigs, sheep, livestock or animals, other than ordinary household pets that do not constitute a nuisance, will be allowed on the Property. Chickens will be allowed in accordance with Lehi City ordinances. Dogs and cats or other household pets belonging to Owners or their Tenants or Guests within the Property must be kept within an enclosure. The enclosure must be maintained such that the animal cannot escape therefrom. Any such contained enclosure areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. Invisible fencing may be used where appropriate. All dogs must be restrained on a leash when off the Owner's Lot. Animal owners are responsible for immediately picking up all animal droppings that are deposited on the Property outside of their own Lot. In no case may any household pet or other animal kept at or around a Lot be allowed to create a nuisance for neighboring Owners due to noise, odors or otherwise. No more than 2 dogs and 2 cats older than 6 months may be kept on a Lot at any time.

3.15 **Signs.** No signs will be permitted on a Lot except as follows: (a) one for-sale sign no larger than 5 square feet; (b) one political sign, no larger than 5 square feet; political signs must be removed within 48 hours after the occurrence of the election to which they pertain; (c) one sign, no larger than 100 square feet, placed by a contractor or builder to advertise the improvements being constructed on a Lot; (d) traffic-control signs placed by the City; (e) temporary signs warning of an immediate danger; (f) signs placed by Declarant or its agents in connection with the sale of the Lots.

3.16 **Utilities; Sewer; Drainage; Fuel; Service Facilities and Fees.**

(a) **Utilities.** All power lines and other utility cables will be buried underground.

(b) **Sewer Connection Required.** All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Units must be connected to the sanitary sewer system.

(c) **Drainage.** Gutters and leaders will be connected to an underground drainage system. Each Lot Owner will ensure that surface water from its Lot or the improvements thereon is not unreasonably discharged or spread onto the surface of any sidewalk, street, or adjoining Lot.

(d) **Fuel.** No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or

maintained on a Lot. Units must be heated with natural gas, solar, or electric power. Propane or other containerized fuels, other than small tanks for outdoor barbecues, may be used only during construction of a Residence until the permanent heating system is installed and operational.

(e) **Service Facilities.** Clotheslines, service yards, storage yards, and mechanical equipment on any Lot that are visible from outside of the Lot are prohibited.

(f) **Fees.** Utility connection, hookup, and impact fees will be paid by individual lot owners.

3.17 Construction.

(a) No structure may be constructed on a Lot before the Residence is completed. The construction of any improvement on a Lot, including painting and all exterior finish, will be completed within 12 months after the beginning of construction. The Committee may extend this deadline when an Owner is unable to meet it because of undue hardship.

(b) No construction materials may be placed or stored upon any Lot until the Owner is ready to begin construction of the improvements. Construction material will be kept within the confines of the Lot upon which the improvements are to be constructed. The construction area will be kept reasonably clean, free of litter, and in workmanlike order during the construction period. All unimproved Lots will be kept in a neat and orderly condition, free of brush, vines, weeds, and other debris.

3.18 Landscaping.

(a) Preliminary site plans and landscape drawings showing the locations of the residence shall be submitted to the Committee for approval before final drawings are complete. Landscape design concepts shall be based on enhancing the natural elements existing on the site. Lawn area, and/or ground cover shall be used around trees to improve the land and shall generally extend from the back of the street curb to the residence. Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 25% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements will be determined by the Owner subject to approval by the Committee.

(b) Only such foliage will be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation of the Residence and accessory structures, and preparing for lawns and patio areas.

(c) No planting or structures will be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform to the natural beauty and color of the Property.

(d) The front yard of each Lot (from the front lot line to the front line of the Residence) must be landscaped within one year after a certificate of occupancy is issued for the Residence. The remainder of the Lot must be landscaped within two years after a certificate of occupancy is

issued for the Residence.

(e) Each Lot Owner will install (if applicable) and maintain an outdoor sprinkler system for irrigation.

(f) Street trees shall be installed in accordance (in terms, of species, quantity, size, and location) with the street tree plan attached as Exhibit C.

3.19 Easements. Easements for installation of and maintenance of utilities, drainage facilities, and water lines are reserved as shown on the Plat. Within these easement areas, no structure, planting, or other materials will be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change, obstruct, or retard the flow of water through drainage channels in the easement areas. The easement area on each Lot and all improvements thereon will be maintained continuously by the Lot Owner, except for those improvements which a public authority or utility company is responsible for.

3.20 Antennas. No shortwave radio antennas or large ground mounted satellite dishes may be installed on any Lot. A single satellite dish, no larger than 48 inches in diameter, is permitted as long as it is placed or screened so that it is not readily visible from outside of the Lot.

3.21 Solar Equipment. Solar panels must be integrated into roof design, and all related equipment must be screened from view.

3.22 Fences and Walls. Fences and walls must be constructed of stucco, wood, brick, masonry, stone, vinyl, or wrought iron. Fences and walls must be color-coordinated with the Residence. Use of landscaping hedges instead of fencing is encouraged. No fence, wall, or hedge may exceed 6 feet in height. No fence, wall, opaque hedge, or screening materials may be maintained within the required front yard setback.

3.23 Basements. Each Owner assumes all risks associated with the construction of a structure below the top back of curb including the risk of flooding due to a high-water table. Each Owner agrees to indemnify and hold harmless Declarant and any of their respective affiliates from any damage or claim arising from the placement of a structure below the top back of curb.

3.24 Front Entry and Exposed Foundation. The main entrance of a Residence will be no higher than 6 feet above the top back of curb as measured from the bottom of the door. Exposed concrete from the foundation of the Residence will be limited to no more than 18 inches in height.

3.25 Deviations. Deviations from the standards and restrictions set forth in this Section 3 may be allowed only with the approval of the Committee, for good cause shown.

4. Enforcement.

4.1 The Committee is empowered to take such action as may be necessary to restrain or enjoin any violation of this Declaration. All costs, including attorneys' fees, of such enforcement will be borne by the Owner who is in violation of this Declaration. Except in case of emergency, the Committee will provide an offending Owner with notice and reasonable opportunity to be heard before taking further action to enforce this Declaration.

5. Addition or Withdrawal of Property

5.1 Annexation of Additional Property. Declarant may from time to time and in its sole discretion annex to the Development as Additional Property any real property now owned or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to the Development. The annexation of such real property will be accomplished as follows:

(a) The owner or owners of such real property will record a declaration which will be executed by or bear the approval of Declarant and will, among other things, describe the real property to be annexed, establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants, and conditions applicable to such property, and declare that such property is held and will be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration.

(b) The property included in any such annexation will thereby become a part of the Development and subject to this Declaration.

(c) There is no limitation on the number of Lots Declarant may create or annex to the Development, except as may be established by City ordinance.

5.2 Withdrawal of Property. Declarant may withdraw property from the Development only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of any Additional Property at any time before the sale of the first Lot in such Additional Property. Such withdrawal will be affected by a declaration executed by Declarant and recorded in the office of the County Recorder.

6. Amendment and Repeal.

During the Declarant Control Period, this Declaration may be amended unilaterally by the Declarant.

7. Miscellaneous.

7.1 Joint Owners. Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

7.2 Tenants and Guests. Tenants and Guests using the Property under rights derived from an Owner will comply with the applicable provisions of this Declaration. Each Owner will be responsible for its Tenants' and Guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner itself.

7.3 Construction; Severability; Number; Captions; Exhibits. This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Recitals. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and

neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit any of the provisions of this Declaration. All exhibits attached to this Declaration are incorporated into this Declaration by reference.

7.4 Approvals, Notices, and Other Writings.

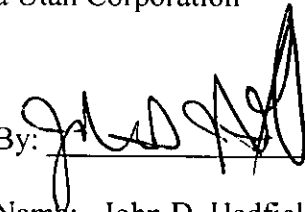
(a) Within 15 days after taking title to a Lot, the Owner of the Lot will provide the Committee with the Owner's postal address (if other than the address at the Lot), phone number, fax number, and email address (if available), and will provide the Committee with a copy of the instrument by which the Owner acquired title to the Lot. An Owner will notify the Committee of any change in its contact information within 15 days after the change.

(b) Declarant and the Committee may deliver any approval, notice, or other writing permitted or required to be delivered to an Owner under this Declaration: (i) in person, or (ii) by certified first-class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized commercial carrier, postage prepaid. Delivery of such notice or other writing will be deemed made two business days after having been deposited with the United States Postal Service or nationally recognized commercial carrier, addressed to the address provided pursuant to Section 7.4(a) (or at the Lot, if applicable).

(c) Any approval, notice, or other writing required to be delivered to Declarant or the Committee under this Declaration will be delivered in person, by certified first class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized commercial carrier, postage prepaid, and addressed as follows: if to Declarant or the Committee during the Declarant Control Period, **Vivian Estates, Inc., 1450 West 1850 North, Lehi, Utah 84043**; if to the Committee after the expiration of the Declarant Control Period, at the address of any Committee member. Delivery of such notice or other writing will be deemed made two business days after having been deposited with the United States Postal Service or nationally recognized commercial carrier, addressed to the applicable address.

Declarant has executed this Declaration as of the date first set forth above.

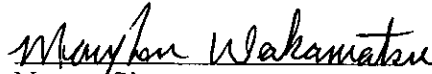
Vivian Estates, Inc.,
a Utah Corporation

By: 

Name: John D. Hadfield
Title: Vice-President

State of Utah)
) ss.
County of Utah)

On this 25 day of June, in the year 2018, before me, Marylou Wakamatsu (name of notary), personally appeared John D. Hadfield (name of document signer), proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.


Notary Signature

Notary Seal

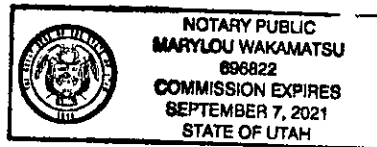


Exhibit A

Legal Description of the Property

VIVIAN ESTATES PLAT A, being more particularly described as follows:

A portion of the Northwest quarter of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Lehi City, Utah, more particularly described as follows: Beginning at a point located North 89°55'58" East along the section line 1,134.21 feet from the Northwest corner of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing: North 00°03'14" West between the West quarter corner and the Northwest corner of Section 4); thence North 89°55'58" East along the section line 365.22 feet; thence South 00°04'02" East 35.64 feet; thence South 00°16'36" East 120.00 feet; thence North 89°43'24" East 89.82 feet; thence South 00°16'36" East 176.00 feet; thence South 89°43'24" West 5.26 feet; thence South 00°16'36" East 112.73 feet; thence East 86.81 feet; thence South 313.56 feet; thence West 169.73 feet; thence North 40.92 feet; thence West 117.84 feet; thence South 00°28'29" West 505.79 feet; thence Northwesterly along the arc of a 452.00 foot radius non-tangent curve to the right (radius bears: North 05°22'18" East) 303.68 feet through a central angle of 38°29'42" (chord: North 65°22'51" West 298.00 feet); thence North 46°08'00" West 49.44 feet to the East line of Plat "E", Carter Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder; thence North 02°45'40" East along said plat 232.52 feet to the Southeast corner of Lot 19, Plat "B", Carter Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder; thence North 03°05'51" East along said plat 795.44 feet; thence North 89°43'24" East 4.03 feet; thence North 03°01'07" East 28.73 feet; thence North 00°04'02" West 8.30 feet to the point of beginning.

ALSO:

VIVIAN ESTATES PLAT B, being more particularly described as follows:

A portion of the Northwest quarter of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Lehi City, Utah, more particularly described as follows: Beginning at a point located North 89°55'58" East along the section line 1,499.43 feet from the Northwest corner of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: North 00°03'14" West between the West quarter corner and the Northwest corner of Section 4); thence North 89°55'58" East along the section line 486.76 feet; thence South 00°16'36" East 153.86 feet; thence South 89°43'23" West 47.36 feet; thence South 00°16'36" East 120.00 feet; thence South 89°43'24" West 11.95 feet; thence South 00°16'36" East 352.00 feet; thence South 89°43'24" West 72.43 feet; thence West 70.93 feet; thence South 583.44 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" (chord: South 45°00'00" West 21.21 feet); thence West 348.18 feet; thence along the arc of a curve to the right with a radius of 452.00 feet a distance of 42.38 feet through a central angle of 05°22'18" (chord: North 87°18'51" West 42.36 feet); thence North 00°28'29" East 505.79 feet; thence East 117.84 feet; thence South 40.92 feet; thence East 169.73 feet; thence North 313.56 feet; thence West 86.81 feet; thence North 00°16'36" West 112.73 feet; thence North 89°43'24" East 5.26 feet; thence North 00°16'36" West 176.00 feet; thence South 89°43'24" West 89.82 feet; thence North 00°16'36" West 120.00 feet; thence North 00°04'02" West 35.64 feet to the point of beginning.

ALSO:

VIVIAN ESTATES PLAT C, being more particularly described as follows:

A portion of the Northwest quarter of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Lehi City, Utah, more particularly described as follows: Beginning at a point located North $89^{\circ}55'58''$ East along the section line 1,074.49 feet and South 1,063.47 from the Northwest corner of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: North $00^{\circ}03'14''$ West between the West quarter corner and the Northwest corner of Section 4); thence South $46^{\circ}08'00''$ East 49.44 feet; thence along the arc of a curve to the left with a radius of 452.00 feet a distance of 346.06 feet through a central angle of $43^{\circ}52'00''$ (chord: South $68^{\circ}04'00''$ East 337.67 feet); thence East 348.18 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of $90^{\circ}00'00''$ (chord: North $45^{\circ}00'00''$ East 21.21 feet); thence North 583.44 feet; thence East 70.93 feet; thence North $89^{\circ}43'24''$ East 185.07 feet; thence South 498.96 feet; thence South $30^{\circ}49'45''$ West 261.91 feet; thence South $57^{\circ}34'05''$ West 259.45 feet; thence South $47^{\circ}29'56''$ West 252.64 feet; thence South $57^{\circ}01'41''$ West 114.72 feet; thence South $24^{\circ}13'17''$ East 230.47 feet; thence South $22^{\circ}36'31''$ West 146.02 feet; thence South $69^{\circ}09'57''$ West 67.55 feet; thence North $40^{\circ}50'02''$ West 158.58 feet to the East line of that Real Property described in Deed Entry No. 28009:2003 of the official records of Utah County; thence North $01^{\circ}42'00''$ East along said deed and along the East line of that Real Property described in Deed Entry No. 115129:2009 of the official records of Utah County 274.84 feet; thence North $52^{\circ}37'51''$ West along said deed and along those Real Properties described in Deed Book 514 Page 429 and Entry No. 115090:2002 of the official records of Utah County 294.35 feet to the East line of Plat "F", Carter Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder; thence North $02^{\circ}45'40''$ East along said plat and along the East line of Plat "D", of Carter Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder 453.35 feet to the point of beginning.

Exhibit B

Vivian Estates, Plats A, B and C

ARCHITECTURAL CONTROL COMMITTEE
CERTIFICATE OF COMPLIANCE

Date: _____

Re: Lot _____

To Whom It May Concern:

The Architectural Control Committee of Vivian Estates Subdivision hereby certifies that *as of the date of this certificate*, the improvements located on the above-referenced Lot comply with the Declaration of Covenants, Conditions, and Restrictions for Vivian Estates Plats A, B, and C subdivided, dated _____, and recorded as Entry No. _____ in the official records of the Utah County Recorder of the State of Utah, as amended.

or

The Architectural Control Committee of Vivian Estates Subdivision hereby certifies that *as of the date of this certificate*, the improvements located on the above-referenced Lot fail to comply in the following respects with the Declaration of Covenants, Conditions, and Restrictions for Vivian Estates Plats A, B, and C subdivided, dated _____, and recorded as Entry No. _____ in the official records of the Utah County Recorder of the State of Utah, as amended:

Identify noncomplying improvements and specify nature of noncompliance:

- 1.
- 2.
- 3.
- 4.

This certificate may be relied upon by the owner of the above-referenced Lot, any purchaser of the Lot, and any mortgagee or other lienholder deriving an interest in the Lot through the owner or purchaser.

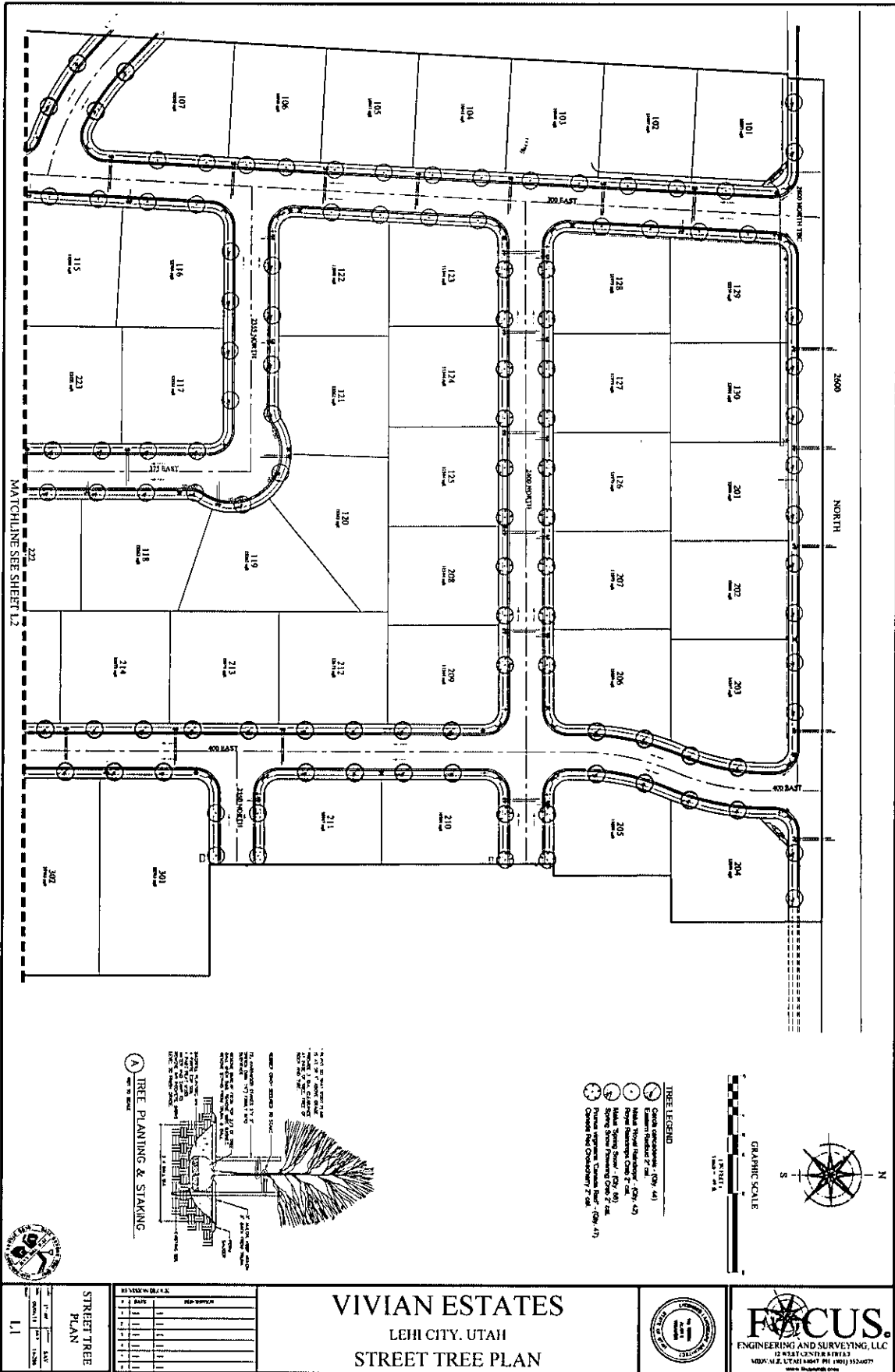
Signature

Print Name
Architectural Control Committee Member

Exhibit C

Vivian Estates, Plats A, B and C

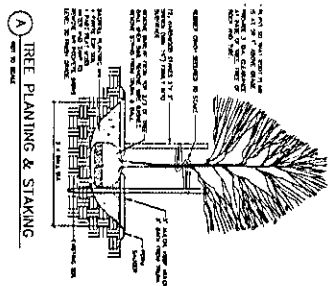
STREET TREE PLAN



MATCHLINE SEE SHEET L2



- TREE LEGEND**
- Green Gleditsia (Qty. 44)
 - White Birch (Qty. 42)
 - Royal Palm (Qty. 42)
 - Male Palm (Qty. 42)
 - Potted Palm (Qty. 42)
 - Chinese Red Chestnut (Qty. 42)



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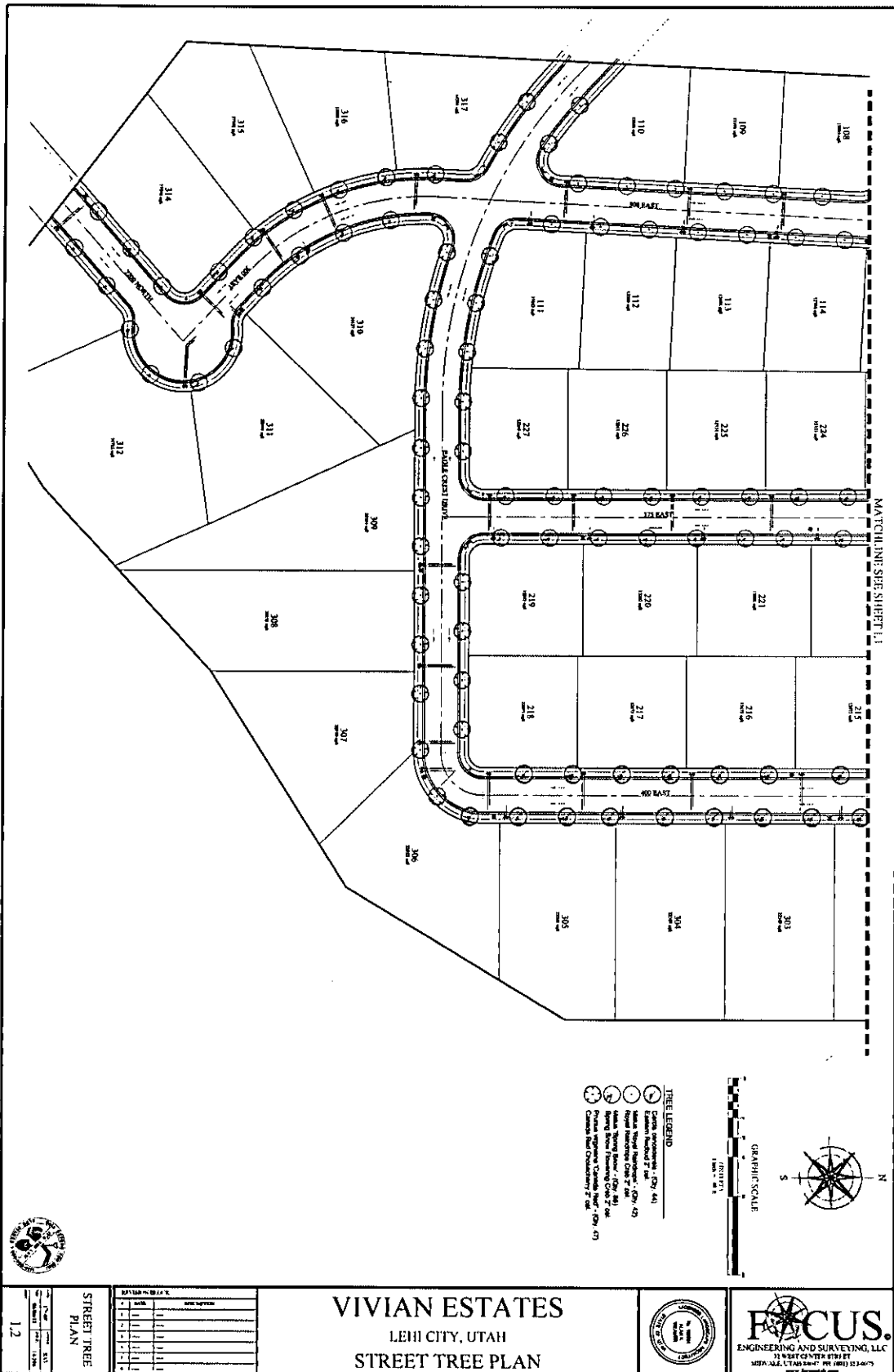
VIVIAN ESTATES

LEHI CITY, UTAH

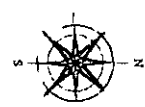
STREET TREE PLAN



FOCUS
ENGINEERING AND SURVEYING, LLC
12 9541 CENTER BLVD
LEHI, UT 84043
PH: (801) 552-0277
WWW.FOCUSUTAH.COM



- TREE LEGEND**
- Crown assessment - (COP 44)
 - Eastern Redwood Tree
 - Mature Norway Spruce - (COP 45)
 - Mature Spruce Fir - (COP 46)
 - Spruce Knob Fir - (COP 47)
 - Crown assessment - (COP 48)
 - Crown assessment - (COP 49)



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STREET TREE PLAN

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VIVIAN ESTATES
LEHI CITY, UTAH
STREET TREE PLAN



FOCUS
ENGINEERING AND SURVEYING, LLC
33 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 324-0777
www.FocusEng.com