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TM Residential, LLC  
2880 N. 55<sup>th</sup> W.  
Idaho Falls, ID 83402

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Jeffery Smith  
Utah County Recorder  
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**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND  
RESERVATION OR GRANT OF EASEMENTS  
FOR  
TRAVERSE MOUNTAIN VIALETTO PHASE II**

This Supplemental Declaration of Covenants, Conditions, and Restrictions and Reservations or Grant of Easements (hereinafter referred to as the "Declaration"), is made and executed this 27 day of July, 2015 by TM Residential, LLC, formerly known as NCP-Riverbend Residential, LLC ("Declarant") and Mountain Home Development Corporation, a Utah corporation ("Master Declarant"), and the undersigned owners of lots within the Subdivision, as hereafter defined, in contemplation of the following facts and circumstances:

A. Declarant is the fee title owner of certain real property situated in the City of Lehi, County of Utah, State of Utah, known as Traverse Mountain Vialetto Phase II (hereinafter referred to as "Vialetto Phase II"), as such Plat (see Exhibit "A") is shown on the Official Records of the Utah County Recorder, (hereinafter collectively the "Property" or the "Subdivision").

B. Master Declarant is the declarant of that Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain which was recorded on August 31, 2001, as Entry No. 88405:2001, and amended by a First Amendment thereto, recorded on August 12, 2002, as Entry No. 92301:2002, and that Supplemental Declaration to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain a Master Planned Community, recorded on April 20, 2012, as Entry No. 32423:2012 (the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain, as amended and supplemented is hereafter referred to as the "Master Declaration").

C. Pursuant to a certain Settlement And Mutual Release Agreement, dated October 5, 2011 and executed by Master Declarant, Master Declarant agreed to grant to Declarant "control over any architectural or design review or approval process for the

residential and multi-family parcels . . . including but not limited to facilitating or directing the creation of a subcommittee to any architectural or design review committee, to establish, oversee, review, and approve all architectural or design standards for multi-family and residential development . . .”

D. Pursuant to Sections 17.4 and 17.5 of the Master Declaration, Master Declarant has the right to assign all or any portion of its rights under the Master Declaration to a successor and to exempt a party or property from the Aesthetic Review Committee approval process or other design restrictions, and to permit the establishment of an additional architectural review committee for the exempted area.

E. Declarant now desires that the Subdivision be developed and the improvements thereon be constructed generally in accordance with a master plan and general scheme of development into a residential community known as Vialetto, to be exempted from the Aesthetic Review Committee approval process, and to assume control over any architectural or design review or approval process by the establishment of an additional architectural or design review committee to establish, oversee, review, and approve all architectural or design standards for the Subdivision; and Master Declarant desires to so exempt Declarant and to grant to Declarant such authority and control.

THEREFORE, to further the general purposes herein expressed, Declarant and Master Declarant each, for itself, its successors and assigns, hereby declares that all of the Property shall at all times, be owned, held, used, and occupied subject to the provisions of the Declaration and subject to: (i) the covenants, conditions, and restrictions herein contained; (ii) and the easements herein reserved or granted.

The Declarant and Master Declarant agree and acknowledge that this Declaration relates only to and affects only the Property (Vialetto Phase II residential subdivision), and the Property is further subject to the Master Declaration, except as provided herein (please refer to the Master Declaration for more detail). All current and future Owners of Property shall be subject to and responsible to pay any and all dues, fees, fines or assessments as may be imposed by the Traverse Mountain Master Association or any other Home Owner’s Association that may be in control at any future date.

## 1. DEFINITIONS.

1.1. “Architectural Guidelines” shall refer to the Traverse Mountain Architectural Guidelines, as may be maintained by the Traverse Mountain Master Association, a Utah nonprofit corporation, its successors and assigns (the “Association”), unless the Declarant herein, or its successors or assigns, shall establish and maintain separate Architectural Guidelines, in which case “Architectural Guidelines” shall refer to such guidelines as may be established by Declarant.

1.2. “Committee” shall mean that committee as described in Section 4, herein, that is charged with the responsibility of review and approval of all items set forth in said Section 4.

1.3. “Improvement” means all structures and all appurtenances thereto of every kind, including but not limited to, buildings, outbuildings, game courts, pools, spas,

other recreational facilities, gazebos, built-in barbecues, garages, carports, other parking areas, driveways, gates and related equipment, outdoor lights, walkways, hardscape, fences, screens, walls, awnings, patio and balcony covers, stairs, decks, planters, trellises, wind screens, screen doors, skylights, poles, columns, signs, utility lines, pipes and meters, storm drains, catch basins, antennae, energy generation systems, water softening, heating and air conditioning equipment, landscaping and irrigation systems;

1.4. "Lot" shall mean any area of real property within the Subdivision designated as a Lot on any subdivision plat recorded or approved by Declarant.

1.5. "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Committee for work done pursuant to Section 6 and fines, penalties and collection costs incurred in connection therewith.

1.6. "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one owner of record of legal title to a Lot then notice to any one of such owners of record shall be deemed notice to all owners of record.

1.7. "Park Strip" shall mean the area in front of a lot bordering the street beginning with the front line of the lot and extending to the public asphalt roadway. The Park Strip shall include the sidewalk.

1.8. "Subdivision" shall mean, collectively, all of the lots situated within Vialetto Phase II Subdivision as recorded in the Official Records of the Utah County Recorder that is expressly made subject to the terms and conditions of this Declaration.

## **2. ASSIGNMENT BY MASTER DECLARANT; EXEMPTION FROM AESTHETIC REVIEW COMMITTEE.**

2.1. Pursuant to Section 17.4 of the Master Declaration, as amended, Master Declarant hereby designates Declarant and the Subdivision as exempt from and not subject to the Aesthetic Review Committee approval provided in the Master Declaration, with respect to the Subdivision, and Master Declarant hereby irrevocably assigns and delegates to Declarant the right to establish a separate architectural review committee, as provided herein, for the Subdivision hereby exempted.

2.2. In accordance with that certain Settlement And Mutual Release Agreement, dated October 5, 2011 and executed by Master Declarant, and pursuant to Section 17.5 of the Master Declaration, as amended, Master Declarant hereby irrevocably assigns to Declarant, all of the rights of Master Declarant provided in the Master Declaration, as amended, which affect, touch on, or relate to the architectural or design review, approval, appeal, or veto process, including but not limited to the establishment of any architectural or design review committee or subcommittee. Master Declarant hereby irrevocably assigns to Declarant the right to establish, oversee, review, and approve all architectural or design standards with respect to the Subdivision, including but not limited to the rights and powers of the Master

Declarant identified in Article IV; Article V, Sections 5.2, 5.3.1, 5.3.2, 5.3.3; and Article XVII of the Master Declaration.

2.3. In accordance with Section 1.67.4 of the Master Declaration, if there are any irreconcilable conflicts between this Declaration and the Master Declaration, this Declaration shall control with respect to the Property.

### **3. OWNERS BOUND BY COVENANTS, RESTRICTIONS, AND EASEMENTS**

3.1. *Each Owner Bound by Terms of Declaration.* Each Owner, by acceptance of a deed to a Lot is deemed to have read and agreed to be bound by the terms and conditions of this Declaration.

### **4. DESIGN REVIEW COMMITTEE**

4.1. *Purpose.* In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, to establish procedure for the enforcement of the terms and conditions of this Declaration, to protect and promote the value of the Subdivision, the exterior design of all improvements constructed within the Subdivision shall be subject to the prior review and approval of the Design Review Committee.

4.2. *Creation of Design Review Committee.* The Design Review Committee (the "Committee") shall consist of three (3) members, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. The initial Design Review Committee will be appointed by Declarant and may be changed from time to time by Declarant at its sole and absolute discretion. Committee members shall be replaced at some time before the sale of the last lot in the Subdivision. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

4.3. *Committee Duties.* The Committee shall be responsible for the review and approval of all plans for the construction of any improvements upon any Lot, for the enforcement of the provisions of this Declaration. In addition to the authority herein expressly given, the Committee shall have such rights, powers and privileges as shall be reasonably necessary to give effect to this Declaration and the enforcement thereof.

4.4. *Use of Consultants.* The Committee is hereby authorized to retain the services of one or more consulting architects, landscape architects or urban designer, licensed to practice in the State of Utah, to advise and assist the Committee in performing the design review function prescribed in this Declaration and to carry out the provisions set forth herein.

4.5. *Construction Cleaning and Design Review Deposit.* Concurrent with submittal of the proposed home plans for each Lot, each Owner shall be required to pay Construction Cleaning and Design Review Deposit (the "Deposit") in the amount of

One Thousand Dollars (\$1,000.00) to the committee before any home plans shall be reviewed or approved by the Committee. The Deposit will be held and used by the Committee as set forth in this Section 4.5. Upon completion of the construction of improvements upon the Owner's lot (including front yard landscaping) according to the approved plans, materials and colors, the Owner shall be entitled to a refund of Eight Hundred Dollars (\$800.00), provided that the Lots and public improvements adjacent to the Owner's Lot are free of construction debris and damage resulting from construction on Owner's Lot. Said Owner shall be required to cause said adjacent Lots and public improvements to be free from construction debris and damage and no refund shall be made until the Owner has so complied. In the event such Owner shall not so comply, then the Committee shall be entitled to use said funds in payment of costs and expenses incurred to do so. In the event that the cost of removal of said construction debris and/or repair of damage is in excess of Eight Hundred Dollars (\$800.00), then any such amount in excess of Eight Hundred Dollars (\$800.00) shall constitute a Maintenance Charge that is subject to repayment pursuant to Section 6 by the Owner of the applicable Lot. The balance of the deposit shall be retained by the Committee to pay costs and expenses incurred in reviewing plans, including payment to consultants, architects, planners or members of the Committee.

4.6. *Architectural Guidelines.* All new construction in or around the Property must comply with the Architectural Guidelines. The Architectural Guidelines currently in effect shall be the Traverse Mountain Architectural Guidelines, as they may be kept, maintained, or hereafter amended, by the Traverse Mountain Master Association, a Utah nonprofit corporation, its successors and assigns. Such Architectural Guidelines may be obtained from the Association at its principal office. Such Architectural Guidelines shall be in effect within and around the Subdivision unless and until the Declarant or the Design Review Committee shall establish and maintain separate Architectural Guidelines which shall be provided to and available at the principal office of the Association. In the event the Declarant establishes separate Architectural Guidelines for the Subdivision, such guidelines may be changed or amended at any time at the discretion of the Declarant, or its successors or assigns.

4.7. *Assignment of Rights and Duties.* All or any portion of the rights of Declarant or of the Design Review Committee may be delegated or assigned by Declarant, or its successors or assigns, to any successor in interest, or to the Master Declarant, the Traverse Mountain Master Association, or the Aesthetic Review Committee provided in the Master Declaration by an express written assignment which specifies the rights so assigned.

## 5. COVENANTS, CONDITIONS, AND RESTRICTIONS

5.1. *Use of Lots and Resale.* All Lots within the Subdivision shall be used only for the construction and occupancy of one single family dwelling, together with a private attached garage for not less than three vehicles. All Lots shall be used, improved and devoted exclusively for such single-family residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such property and no person shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without

review and approval by the Committee and the appropriate official of Lehi City.

No Lot may be resold by an Owner within one year from the date it was purchased from the Declarant without first notifying the Declarant at the address listed below, whereupon, Declarant may exercise an option to repurchase the Lot at the original purchase price (This provision does not apply to construction contracts with builders).

TM Residential, LLC  
497 N. Capital Ave.  
Idaho Falls, ID 83402  
208-528-6635

5.2. *Architectural Control.* No grading, excavation, building, fence, wall, residence or other structure, or alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specification thereof showing the location of all improvements has been approved in writing by the Committee. The Committee, at its sole option, may also require the Owner to submit a topographical plan and/or a detailed landscaping plan for review and approval. All subsequent additions to or changes or alterations in any building or other structure, including exterior color scheme, shall be subject to the prior written approval of the Committee or its designee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Lehi City.

5.3. *Design Review Deadlines.* Upon receipt by the Committee of a written request for approval provided for or required by this Agreement, the Committee shall, within thirty (30) days after receipt of such request for approval, either: (a) approve the plans and specifications as submitted; or (b) notify the party making such request of any objections thereto (such objections to be specifically stated) and such party may within fifteen (15) days thereafter resubmit its request for approval rectifying any such objection to the Committee. The Committee shall then have an additional seven (7) days after receipt of said revisions to approve or disapprove the same. If approval or rejection is not communicated within the above designated timelines, the request shall be deemed to have been approved.

5.4. *Construction Quality, Size, and Height.* All structures constructed on the Property shall be of new materials and shall be of good quality workmanship. ALL EXTERIOR MATERIALS AND COLORS ARE TO BE SPECIFIED ON PLANS AND SUBMITTED FOR APPROVAL BY THE COMMITTEE. Pictures and/or renderings shall also be submitted depicting exterior materials and colors. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc.

5.4.1. *Exterior Guidelines, Materials and Colors.* Only those exterior materials which will blend harmoniously with the natural environment, with earth-toned colors, shall be permitted. All dwellings constructed shall have thirty percent (30%)

masonry (natural and non-natural stone) and/or brick (must be real brick – brick veneer is not allowed) on the front facing portion of the dwelling. Any dwelling or structure built on a corner lot where one side of the structure faces a street shall have fifteen percent (15%) masonry (natural and non-natural stone) and/or brick (must be real brick, brick veneer is not allowed) on the side facing portion of the structure. All out-buildings shall adhere to the same quality and requirements as a dwelling and shall be submitted for approval by the committee. No chain-link fence is permitted. No aluminum or vinyl is permitted on the homes. Masonite-type or hardi-plank material in combination with brick, rock and/or stucco is allowed if approved by the Committee. Log structures are prohibited. All stacks and chimneys for fireplaces in which combustible material other than natural gas, fire burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and City ordinances pertaining to fire hazard control. The Subdivision is intended to be a custom home subdivision where each home is individually designed for each purchaser and architecture and design are not substantially duplicated. House floor plans cannot be duplicated unless exterior elevation is substantially different in look and architectural style in addition to material and colors as determined by the Committee. Unless otherwise authorized by the Committee, no dwelling may use the exact same style/color brick or stone selected by and approved for an adjacent Property owner. It is impractical in a subdivision of this size to mandate that no color or style of brick can be used more than once within the subdivision but reasonable care shall be taken to recreate an appealing variety of colors and styles and to reasonably space out any duplications that may exist because of the personal preference of the various homeowners and builders. Each lot owner must submit their exterior materials (both as to type and color) to the Committee for advance approval. Vinyl railing is not allowed for decks or porches. Fascia and soffit must be a minimum of 10" wide unless expressly approved otherwise by the Committee. Large unbroken expanses of roof area and long uninterrupted expanses of ridgelines are discouraged and shall be approved only in unique circumstances. Continuous flat wall planes or large uninterrupted expanses of stucco shall not be permitted. Notwithstanding the foregoing, the Committee may grant approval to any color scheme or design, at its discretion, so long as it fits an overall style or look and contributes to the quality of the subdivision as determined in the sole discretion of the Committee.

5.4.2. *Roof.* The roofing material on all homes or other structures built on any lot shall be either, tile shingle, Copper shingle, or high grade architectural asphalt shingles, all as approved by the Committee as to material, style and color. Cedar shingles shall be considered and approved by the Committee in its sole discretion on a case by case basis if they are critical to the overall design of a home. Central air-conditioning is required and no "swamp coolers" or "evaporative coolers" are permitted. Roof pitch shall be dependent on the style of the home which shall be at the discretion of the Committee. For example typical roof pitch for a Craftsman style home is 3/12 to 4/12. Typical roof pitch for a European or Cottage style home is 8/12 to 10/12. The Committee shall grant approval of roof pitch during the design review process but minimum roof pitch will be 8/12.

5.4.3. *Minimum Size of Dwellings.* No dwelling shall be permitted on any Lot

wherein the stacking is more than the city ordinance allows for single family dwellings, and the ground floor area of the main structure, exclusive of garages and open porches, is less than the following area measurements.

5.4.3.1. For a single-story dwelling, 2,500 square feet, not including basement area.

5.4.3.2. For a two-story dwelling, 3,200 square feet, not including basement area.

5.4.4. *Basement.* Each dwelling must also have a basement with at least 1,500 square feet. Special consideration will be given regarding basements on home with unique topography.

The foregoing notwithstanding, the Committee may grant to any Lot within the Subdivision a variance from the above Minimum Size Requirements if the Committee determines, in its sole discretion, that due to the unique configuration and topography of such Lot it would be unfeasible to construct upon such Lot a structure that would conform with the Minimum Size Requirements.

5.5. *Fences and Retaining Walls.* All fences and retaining walls must be approved by the Committee and shall be installed in accordance with Lehi City building codes and as approved by the Committee. No fence, wall, hedge, tree or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 30 feet from the street corner. Unless otherwise approved, any and all fencing shall extend from the rear of the applicable lot along the side boundaries of such Property, but not beyond the residential structure. Generally, that point is the front entry door to the completed residence but may be different in cases where homes have "L" shaped configurations because of protruding garages or other portions of the residence. Thus, the closest vertical wall would be the prescribed termination point. Corner lots may be an exception hereto as reasonably necessary to accommodate enclosure of backyards and such shall be resolved in a fair and reasonable manner to the mutual satisfaction of the affected lot owners. Although, extensions of side fences are not permitted to protrude beyond the front of the residence, as provided herein, hedges and shrubbery are permitted to give definition to individual lot lines but the flowing together of front lawns and/or planter areas at connecting front boundary lines is preferred and recommended. All materials used for construction of any fence within the subdivision must be approved by the Committee. The Committee is authorized to require such color, materials, style and location as may be necessary to cause all such fences and retaining walls to blend together in an aesthetically appealing manner to create compatibility and uniformity in the subdivision for the benefit of all lot owners therein. If and to such extent as the fencing design for the subdivision may include a fence design for specific lots those lot owners also covenant and agree to preserve and maintain that design as established by the Committee. To whatever extent lot owners with lots that back up to the perimeter boundaries of the subdivision and which may have no fence or a fence of a different type or color or material than what is herein described the affected lot owner may simply accept such fencing or lack of fencing "as is" or they



may install new and additional fencing as prescribed by the Committee to be reasonably in harmony with the best interests of the subdivision and the stated goals and objectives of these Covenants and Restrictions. Chain link fencing of any type, brand or make is not allowed to be constructed on the Property except that green chain link fencing for purposes of tennis/basketball courts will be acceptable. The design of fences used to secure private swimming pools and tennis courts shall be submitted to the Committee for approval prior to such fences being constructed.

5.6. *Construction Time.* The construction time for the exterior portion of any structure, shall not exceed twelve (12) months from start to finish. "Start" shall be the instant any dirt is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, excessive dirt, etc. associated with the building process shall be removed within the twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks.

5.7. *Building Location.* All setbacks, side yards, and rear yard shall be in conformance with Lehi City approved plat and the Master Declaration in effect at the time of construction.

5.8. *Landscaping.* Trees, lawns, shrubs and other plantings provided by the Owner either before or after construction of a residence upon said Lot shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Committee or its designee. No fence, wall, hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections. No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All material used to retain and contour the slope of any Lot or improvement must conform to the natural beauty and color of the Subdivision. Each dwelling unit shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

5.9. *Deadline for Completion of Landscaping.* The front yard of each Lot (from the street to the front line of the residence on the Lot as defined by wing wall fencing) shall be landscaped before occupancy of any structure built upon said Lot. If home is to be occupied during a winter month, the Traverse Mountain Master Association has provisions to allow for a delayed landscaping completion. Front yard landscaping includes the park strip. Each Owner shall be responsible to landscape and maintain the Park Strip fronting on each Owner's Lot. This maintenance will include, without limitation, the mowing and watering of the designated park strips, removal of weeds, clearing of debris, and other general care, removal of snow from the sidewalk. Park strip must be sprinkled with a pressurized irrigation system. Park strip may be planted with sod and trees only. Unless otherwise approved by the Committee, approved trees shall be of the following species: Autumn Blaze Maple, Trident Maple, Washington Hawthorne, or Crimson Cloud Hawthorne. Trees must be a minimum of two inch in caliber and are to be planted every 30' on center. The remainder of the Lot shall be landscaped within one (1) year of the issuance of a certificate of occupancy of any structure built upon said Lot. If landscaping is not

completed in the time frames set forth above, Owner shall forfeit the remainder of the Construction Cleaning and Design Review deposit as set forth in provision 3.5 above. Owner must refer to Traverse Mountain Master Declaration for additional provisions related to landscaping requirements.

5.10. *Temporary Occupancy and Temporary Buildings.* No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

5.11. *Out Buildings.* It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and are approved by the Committee. All pools must be fenced in strict compliance with local ordinances.

5.12. *Exterior Antennas and Power Lines.* Exterior antennas are prohibited. The location of T.V. dishes must be out of the view of the front of the lot. All power lines and similar type cables shall be buried underground.

5.13. *Nuisances; Construction Activities.* No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to the occupants of such other Lot. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber and other building materials will be piled neatly.

5.14. *Parking or Storage of Vehicles.* No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Subdivision. Licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the streets of the Subdivision for brief periods of time (i.e. less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored on driveways, unless behind the front line of the house.

5.15. *Garbage and Refuse Disposal.* No Lot shall be used as or maintained as a dumping ground for rubbish, trash, or other waste and such materials shall not be kept except in covered containers. All Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash within the

Subdivision is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

5.16. *Signs.* With the exception of a sign which states that the premises are for sale, no signs, poster, displays or other advertising devices shall be erected or maintained on, or shown or displayed to the public view on any Lot without the express written consent of the Committee. The Committee may cause all unauthorized signs to be removed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the Lots.

5.17. *Soil Erosion and Runoff.* It shall be the responsibility of the Owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Owner shall also bear full responsibility for a Storm Water Pollution Prevention Plan ("SWPPP") during construction. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring Property or into the storm drainage system. Each Owner shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed. Maintenance Charges may be levied by the Committee on Owners who do not comply with the minimum requirements. Under no circumstance may a structure or landscaping force runoff onto another Lot or other property.

5.18. *Fire Protection.* Due to potential for brush fire on land surrounding the Subdivision, owners are encouraged to consider sprinkler and other fire retardant systems and to use fire resistant materials in construction.

5.19. *Repair of Improvements.* No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then subject to the approvals required by Section 5.2 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

5.20. *Restrictions on Further Subdivision, Property Restrictions and Rezoning.* No Lot shall be further subdivided or separated into smaller Lots by any Owner, nor shall any easement or other interest therein be conveyed or transferred by any Owner without the prior written approval of the Committee, which approval must be evidenced on the plot or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits shall 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.

5.21. *Declarant's Exceptions.* Nothing contained in this Declaration shall be

construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of property within the Subdivision.

## 6. MAINTENANCE

6.1. *Purpose of Maintenance Charge.* In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration, or be subject to the assessment of Maintenance Charges to be levied by the Committee as hereinafter provided.

6.2. *Maintenance of Park Strip.* Each Owner shall be responsible to landscape and maintain the Park Strip fronting on each Owner's Lot. This maintenance will include, without limitation, the mowing and watering of the designated park strips, removal of weeds, clearing of debris, and other general care, removal of snow from the sidewalk. In the event that any Owner shall fail to landscape or maintain the Park Strip, whether such failure is caused through the failure to act or the willful or negligent act of any Owner, his family, guests or invitees, or otherwise, then, subject to the provisions of Section 6.4, the Committee shall have the right to cause such landscaping and maintenance to be performed and the cost of such maintenance or repairs, shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by the Maintenance Charge Lien as set forth herein.

6.3. *Improper Maintenance of Lot.* Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any improvements have been constructed thereon by said Owner. In the event that: (a) any portion of any Lot is so maintained as to present a public or private nuisance; or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Subdivision which are substantially affected thereby or related thereto; or (b) any portion of a Lot is being used in a manner which violates this Declaration; or (c) any Owner fails to maintain acceptable vegetation on any slope greater than 30% on said Owner's Lot; or (d) any Owner fails to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Committee; then, subject to the provisions of Section 6.4, the Committee shall have the right (a) first, to levy a fee of up to \$50 per day per violation or (b) second, to cause such landscaping and maintenance to be performed and the cost of such fee, maintenance or repair, shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by the Maintenance Charge Lien as set forth herein.

6.4. *Notice to Owner.* In the event that any Park Strip or Lot is not maintained or repaired as set forth herein, then the Committee may, by resolution, make a finding to such effect. Said Resolution shall specify the particular condition or conditions which exist on said Lot. Upon adoption of such a Resolution, the Committee shall give written notice thereof to the Owner of the applicable Lot, that unless the

conditions stated in the Resolution are corrected within fourteen (14) days of the date of such notice, the Committee shall have the right without further notice or demand, to cause the conditions set forth in the Resolution to be corrected at Owner's cost. If at the expiration of said fourteen (14) days the requisite corrective action has not been taken, the Committee shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Maintenance Charge levied against said Lot and shall be secured by the Maintenance Charge Lien. The Maintenance Charge shall be levied against only the Lot set forth in the Resolution adopted by the Committee. Written notice of the amount of Maintenance Charge levied shall be given to the Owner of the Lot. The Maintenance Charge shall be due and payable in full within fifteen (15) days of the date of such notice.

6.5. *Maintenance Charge Lien.* The Maintenance Charges, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Maintenance Charge Lien"), on the Lot to which such charges relate in favor of the Committee, and such charges, costs, expenses shall be a continuing servitude and lien upon the Lot against which each such charge is made until paid in full. The Maintenance Charge Lien shall be a charge on the Lot which each such assessment is made until paid in full. Each such Maintenance Charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the Maintenance Charge becomes due. The Maintenance Charge Lien may be foreclosed by the Committee in the same manner as a mortgage on real property upon the recording of a Notice of Delinquent Maintenance Charge as set forth in Section 6.6 hereof, provided, however, there shall be no right to redeem the Lot from the purchaser of the Lot at any foreclosure sale conducted pursuant to such action. The Committee shall be entitled to purchase the Lot at any such foreclosure sale.

6.6. *Effect of Nonpayment.* Any Maintenance Charge not paid within fifteen (15) days of the date of written notice of the amount thereof shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid. The Owner of the applicable Lot shall be liable for all costs, including attorney's fees, which may be incurred by the Committee in collecting the same. The Committee may also record a Notice of Maintenance Charge Lien against any Lot as to which a Maintenance Charge is delinquent. The Notice shall be executed by a member of the Committee, set forth the amount of the unpaid assessment, the name of the delinquent Owner and a description of the Lot. The Committee may establish a fixed reasonable fee to reimburse the Committee for the Committee's cost in recording such Notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the Maintenance Charge of the Committee secured by the Maintenance Charge Lien. The Committee may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against said Owner's Lot. Commencement of an action against said Owner shall not be deemed to be a waiver of the right to foreclose the lien granted herein unless and until all amounts are due and paid in full. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use or abandonment of his Lot.

6.7. *Priority of Lien.* The Maintenance Charge Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is a lender (or its successors or assigns) who has previously lent funds the security of which is the Lot against which the Maintenance Charge Lien is assessed, and shall also be subject to and subordinate to liens for taxes and other public charges. Except as provided above, the Maintenance Charge Lien shall be superior to any and all charges, liens or encumbrances. Sale or transfer of any Lot shall not affect the Maintenance Charge Lien.

## 7. EASEMENTS

7.1. *Grading, Drainage, Park-strip and Public Utility Easements.* Declarant reserves easements over the Property for the purpose of entering and performing grading ("Grading Easement"). The Grading Easement could extend over a portion of all Lots. Any Improvements that are damaged during grading must be restored to substantially their condition as it existed immediately before entry. The Grading easement does not extend into any residence constructed on a Lot. Declarant hereby also reserves easements for installation, maintenance, repair and use of utility and drainage facilities over the Property and all of the Lots (each, a "Drainage and Utility Easement"). Declarant reserves the right to transfer, in whole or in part, any Drainage and Utility Easement to any utility company, governmental body, Owner of a Lot or to the Traverse Mountain Master Association and/or to make any Drainage and Utility Easement appurtenant to a Lot. Declarant reserves the right to impose additional restrictions on the use of any Drainage and Utility Easement. The Drainage and Utility easement does not extend into any Residence constructed on a Lot.

## 8. TERM AND AMENDMENTS

8.1. *Term; Method of Terminations.* This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per Lot) casting seventy-five percent (75%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. This Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from the holders of record in the Lehi County records a "Certificate of Termination", duly signed by a member of the Committee and acknowledged before a Notary Public. Thereupon, the covenants herein contained shall have no further force and effect and the Committee shall be dissolved pursuant to the terms set forth in its articles.

8.2. *Amendments.* This Declaration may be amended by recording in the Lehi

County records a "Certificate of Amendment", duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full these amendments adopted and shall certify that at an election duly called and held pursuant to the provisions of the articles and bylaws of the Committee the Owners causing seventy-five percent (75%) of the votes at the election, voted affirmatively for the adoption of the amendment. Any amendment shall be effective only if the written consent from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded first Mortgages deeds of trust is obtained.

8.3. *Variances.* The Committee may grant a variance to any provision of the Declarations, at its sole and absolute discretion, when circumstances may require and in keeping with the spirit of the Declaration.

## 9. MISCELLANEOUS

9.1. *Interpretation of Declaration and Review of Architecture.* Except for judicial construction, the Committee shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Committee's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration and provisions hereof. Neither the Committee nor its designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building and the Committee shall bear no liability from its review of such plans. The Committee shall have the right to refuse to approve any plans and/or specifications which are not suitable or desirable, in its sole opinion, for aesthetic or other reasons, and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structures on the roadways as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in Vialetto Phase "II" to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Committee for all costs and expenses to which it may incur as a result of said failure, including costs of litigation, demolition and reconstruction, if necessary. Consent, approvals and authorizations shall not be unreasonably withheld, nor shall these Covenants or Restrictions be arbitrarily or capriciously interpreted or applied. However, the reasonable judgment of Declarant and/or the Committee shall be used for the betterment of all concerned.

9.2. *View Disclaimer.* By promulgation and enforcement of this Declaration neither the Committee nor Declarant or their respective agents, employees and consultants make any representations concerning the view, if any, that any Owner will enjoy. Each Owner, by accepting a conveyance of a Lot, acknowledges that any

view from a Lot may be impaired or totally obstructed by construction on other Lots, other land not a part of the Property or by growth of landscaping on other Lots or other property. Each Owner acknowledges that he has not right to the existence or unobstructed continuation of any particular view.

9.3. *Severability.* Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity of enforceability or any of the other provisions hereof.

9.4. *Rules and Regulation.* The Committee shall have the right to adopt rules and regulations with respect to all aspects of the Committee's rights, activities and duties, provided said rules and regulation are not inconsistent with the provisions of this Declaration.

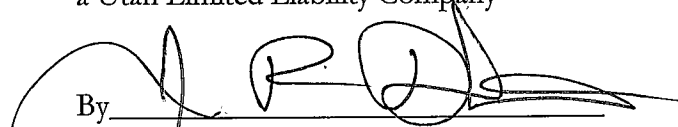
9.5. *General Reservation.* Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interests of Owners and/or the Committee including, but not limited to access and utility easements, road easement, pedestrian and equestrian easement, pedestrian and hiking trail and easement and drainage easements.

9.6. *Runs with the Land.* Declarant for itself, its successors and assigns, hereby declares that all of the Subdivision shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Subdivision.

9.7. *No Recourse.* The protective covenants, conditions and restrictions set forth within this Declaration, together with the Committee, are established for the benefit of the Vialetto Subdivision Phase "II". Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Committee or any of its members shall be exempt from any civil claim or action brought by any signatories of this Declaration, or by any person owning or having an interest in any lot or Property within the subdivision. The Committee and its members shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Committee or for decisions that they may render during the course of their service.

IN WITNESS WHEREOF, Declarant has hereunto caused its name to be signed as of 27 July, 2015.

TM Residential, LLC  
a Utah Limited Liability Company

By   
James R. Dalton  
Its Manager's President





**EXHIBIT "A"**

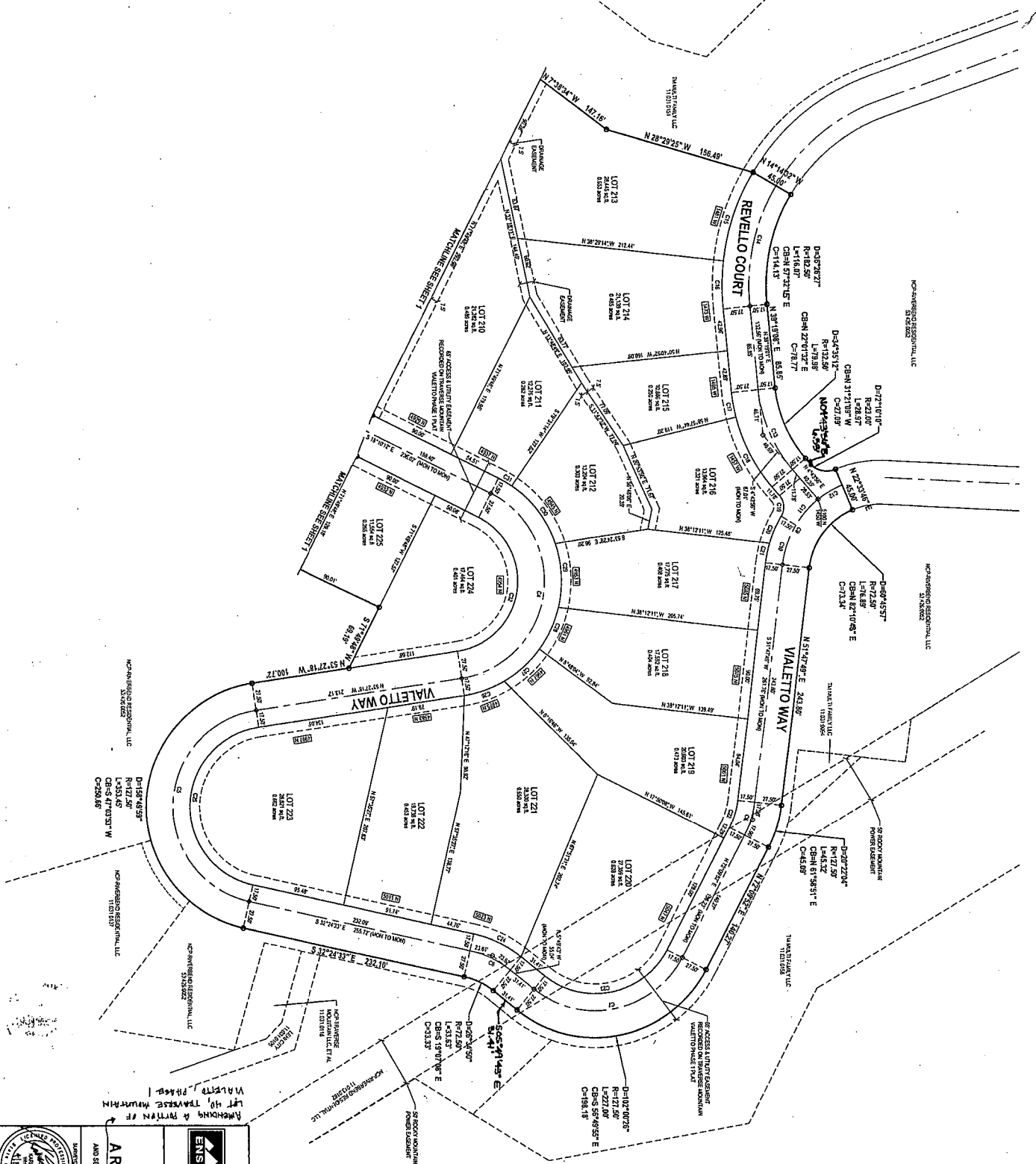
**Plat**



**TRAVERSE MOUNTAIN VIALETTO - PHASE 2**  
 A RESIDENTIAL SUBDIVISION - FINAL PLAT

LOCATED IN THE SECTION 4 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN AND SECTIONS 19 & 20 TOWNSHIP 43 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, LEHI CITY, UTAH COUNTY, UTAH

CHAIN	BEARING	LENGTH	BEARING	LENGTH
C1	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C2	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C3	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C4	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C5	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C6	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C7	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C8	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C9	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C10	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C11	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C12	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C13	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C14	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C15	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C16	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C17	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C18	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C19	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C20	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C21	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C22	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C23	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C24	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C25	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C26	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C27	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C28	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C29	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C30	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C31	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C32	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C33	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C34	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C35	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C36	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C37	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C38	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C39	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C40	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C41	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C42	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C43	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C44	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C45	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C46	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C47	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C48	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C49	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49
C50	S 20° 22' 25" W	156.49	S 20° 22' 25" W	156.49



**TRaverse MOUNTAIN VIALETTO - PHASE 2**  
 A RESIDENTIAL SUBDIVISION - FINAL PLAT

LOCATED IN THE SECTION 4 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN AND SECTIONS 19 & 20 TOWNSHIP 43 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, LEHI CITY, UTAH COUNTY, UTAH

**ENGIN**

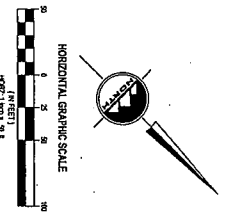
STATE ENGINEER  
 LEHI, UTAH

DATE: 10/15/15  
 TIME: 10:00 AM

PROJECT NUMBER: 14651

PROJECT NAME: TRVERSE MOUNTAIN VIALETTO - PHASE 2

CLIENT: [Name]



14651 sheet 2 of 2

Sec 19 & 20, T4S, R1E, W6W, T10N  
 Amending a portion of Lot 40, TRAVERSE MOUNTAIN VIALETTO Phase 1