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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR ARRIVAL

Table of Contents

Table of Contents 1

1 DEFINITIONS 6

 1.1 Additional Land 6

 1.2 Articles 6

 1.3 Association 7

 1.4 Board 7

 1.5 Bylaws 7

 1.6 Common Areas 7

 1.7 Common Expenses 7

 1.8 Community Association Act 7

 1.9 Declarant 7

 1.10 Declaration 7

 1.11 Director 7

 1.12 Governing Documents 7

 1.13 Living Unit 7

 1.14 Lot 8

 1.15 Map 8

 1.16 Member 8

 1.17 Nonprofit Act 8

 1.18 Owner 8

 1.19 Person 8

 1.20 Project 8

 1.21 Resident 8

 1.22 Turnover Meeting 8

2 SUBMISSION AND EXPANSION 8

 2.1 Submission 8

 2.2 Expansion 9

 2.3 Withdrawal 9

3 PROPERTY RIGHTS IN LOTS 9

 3.1 Use and Occupancy 9

3.2 Easements Reserved 9

3.3 Easements Shown on the Map10

4 PROPERTY AND USE RIGHTS IN COMMON AREA10

4.1 Member’s Right of Enjoyment10

4.2 Delegation of Right of Use10

4.3 Compliance with Covenants and Restrictions and Rules and Regulations10

5 MAINTENANCE..... 11

5.1 Association Responsibility 11

5.2 Owner Responsibility..... 11

6 ARCHITECTURAL CONTROL..... 11

6.1 Architectural Review Committee..... 11

6.2 Architectural Standards and Guidelines..... 11

6.3 Waiver, Precedent, Estoppel.....13

6.4 Variances.....13

6.5 Noncompliance13

6.6 Liability13

7 ASSESSMENTS14

7.1 Covenant for Assessment.....14

7.2 Declarant’s Covenant for Assessments14

7.3 Annual Budget14

7.4 Reserve Account.....14

7.5 Regular Assessment14

7.6 Special Assessment14

7.7 Supplemental Assessment15

7.8 Individual Assessment15

7.9 Apportionment of Assessments15

7.10 Nonpayment of Assessment15

7.11 Application of Payments15

7.12 Acceleration15

7.13 Suspension of Voting Rights.....16

7.14 Lien for Assessment16

7.15 Enforcement of Lien16

7.16 Appointment of Trustee.....16

7.17 Subordination of Lien16

8 RESTRICTIONS ON USE.....16

8.1 Use of Lots16

8.2 No Obstruction of Common Areas.....16

8.3 Cancellation of Insurance, Illegal Activity16

8.4 Nuisances 17

8.5 Rules and Regulations18

8.6 Window Coverings18

8.7 Signs.....18

8.8 Pets.....18

8.9 Storage and Parking of Vehicles19

8.10 Timeshares.....19

8.11 Accessory Apartments19

8.12 Repair of Buildings 20

8.13 Subdivision of Lots 20

8.14 Clothes Drying Facilities..... 20

8.15 Front Porches..... 20

9 MEMBERSHIP AND ASSOCIATION 20

9.1 Membership..... 20

9.2 Voting Rights 20

9.3 Status and Authority of Board 20

9.4 Composition and Selection of Board21

9.5 Adoption of Bylaws21

10 DECLARANT RIGHTS21

10.1 Administrative Control of Association21

10.2 Other Rights.....21

10.3 Easements Reserved to Declarant21

11 COMPLIANCE AND ENFORCEMENT..... 22

11.1 Compliance 22

11.2 Remedies..... 23

11.3 Action by Owners..... 23

11.4 Injunctive Relief..... 23

11.5 Hearing 23

12 INSURANCE..... 24

12.1 Types of Insurance Maintained by the Association..... 24

12.2 Insurance Company 24

12.3 Premium as Common Expense..... 24

12.4 Insurance by Owner..... 24

12.5 Payment of Deductible..... 24

12.6 Right to Adjust Claims 24

12.7 Insurance Proceeds..... 24

12.8 Damage and Destruction of Common Area 24

12.9 Obligation of Lot Owner to Repair and Restore 25

13 AMENDMENT AND DURATION 25

13.1 Amendments 25

14 MISCELLANEOUS PROVISIONS 26

14.1 Professional Management 26

14.2 Invalidity; Number; Captions 26

14.3 Joint Owners 26

14.4 Lessees and Other Invitees 26

14.5 Covenants Run with the Land 26

14.6 Waiver, Precedent and Estoppel 27

14.7 Notice of Sale, Mortgage, Rental, or Lease 27

14.8 Taxes on Lots 27

14.9 Service of Process 27

14.10 Conflicts 27

Exhibit A 29

Legal Description 29

Exhibit B 30

Additional Land 30

Exhibit C 31

Bylaws of Arrival Homeowners Association 31

1 Bylaw applicability/definitions 31

1.1 Definitions 31

1.2 Bylaw Applicability 31

2 Association 31

2.1 Composition 31

2.2 Annual Meeting 31

2.3 Special Meeting 31

2.4 Place of Meeting 32

2.5 Conduct of Meeting 32

2.6 Quorum 32

2.7 Voting 32

2.8 Good Standing 32

2.9 Proxies 32

2.10 Mail-in Ballots 33

2.11 Written Consent in Lieu of Vote 33

2.12 Record Date 33

3 Board of Directors 33

3.1 Number and Qualification of Directors 33

3.2 Selection and Term of Directors 33

3.3 Vacancies 33

3.4 Removal of Directors 33

3.5 Organization Meeting 34

3.6 Regular Meetings 34

3.7 Special Meetings 34

3.8 Conduct of Meetings 34

3.9 Quorum 34

3.10 Notice and Waiver of Meeting Notice 34

3.11 Action without Meeting 34

3.12 Powers and Duties 34

3.13 Manager 35

3.14 Compensation 36

3.15 Limitation of Liability 36

4 Officers 36

4.1 Election and Term of Officers 36

4.2 Removal of Officers 36

4.3 Offices 36

4.4 Delegation of Duties 37

4.5 Compensation 37

5 Notice 37

5.1 Manner of Notice 37

5.2 Waiver of Notice 37

6 Finances 37

6.1 Fiscal Year 37

6.2 Checks, Agreements, Contracts 37

6.3 Availability of Records 38

7 Amendment to Bylaws 38

7.1 Amendments 38

7.2 Recording 38

8 Miscellaneous 38

8.1 Office 38

8.2 Conflicts 38

8.3 Severability 38

8.4 Waiver 38

8.5 Captions 38
8.6 Gender, etc..... 38
Exhibit D 40
Approve Tree List..... 40

This Declaration is made on the date executed below by Belle Street Partners, LLC, a Utah limited liability company (“Declarant”).

RECITALS

A. Arrival, is a planned unit development located in Eagle Mountain, Utah County, Utah;

B. The Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Project, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Project described herein and the owners thereof, their successors and assigns;

C. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

D. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit “A” and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;

E. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.

F. Declarant is the sole owner of all Lots within the Project.

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

1 DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

1.1 Additional Land

Additional Land means any property that may be annexed into the Project as provided in Article II below. Additional Land is described in Exhibit “B” and Article II.

1.2 Articles

Articles mean the Articles of Incorporation for Arrival Homeowners Association, as amended from time to time.

1.3 Association

Association means Arrival Homeowners Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval. As long as the Association obtains the proper vote, any actions taken during any period of un-incorporation shall be binding.

1.4 Board

Board means the Board of Directors. The Board governs the Project, business, and affairs of the Association.

1.5 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "C."

1.6 Common Areas

Common Areas mean the areas shown on the Map as common and as built. The Common Areas may consist of landscaping, irrigation equipment, parking areas, and other improvements. Unless otherwise indicated on the Map, the Association owns all Common Areas.

1.7 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of a quorum of Owners; expenses authorized by the Governing Documents or the Community Association Act as common expenses; any other expenses necessary for the common benefit of the Owners.

1.8 Community Association Act

Community Association Act shall mean Utah Code §§ 57-8a-1 *et seq.*, as amended or replaced from time to time.

1.9 Declarant

Declarant shall mean Belle Street Partners, LLC, their successors or assigns who take title to Lots for the purpose of development or construction of the initial Living Units.

1.10 Declaration

Declaration means this document, as amended, annexed, supplemented, or restated from time to time.

1.11 Director

Director means a member of the Board.

1.12 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and rules and regulations.

1.13 Living Unit

Living Unit means a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot

concerned which are used in conjunction such residence.

1.14 Lot

Lot means a separately numbered parcel of property as shown on the Map. Lots shall include the Living Unit, and all utility lines, and other installations exclusively serving the Lot whether under or over the Common Areas or not.

1.15 Map

Map means the plat map for Arrival, on file with the Utah County Recorder and any amendments or supplements thereto or any plat maps recorded for additional phases.

1.16 Member

Member means an Owner. If an Owner is not a natural person, the Owner may designate in writing to act as its representative. If no representative is designated, then an officer, trustee, director, manager, or member as shown in the entities formative documents shall be its representative.

1.17 Nonprofit Act

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

1.18 Owner

Owner means the owner of the fee in a Lot. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.19 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.20 Project

Project means Arrival as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

1.21 Resident

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

1.22 Turnover Meeting

Turnover Meeting means the meeting described in Section 10.1.

2 SUBMISSION AND EXPANSION

2.1 Submission

The Project is submitted to be bound by the Governing Documents, to provisions of the Community Association Act, and to the Nonprofit Act. All Owners shall take title subject to the Governing Documents, Community Association Act, and Nonprofit Act. All Residents and other users of the Project shall be subject to the Governing Documents and Community Association Act.

2.2 Expansion

At any time within 15 years after this Declaration is recorded or any subsequent supplement is recorded, the Declarant shall have the right to annex and subject to this Declaration all or any portion of the Additional Land without the consent of any Owner or Person (other than the owners of the property to be annexed). The Declarant may, without the consent of the Owners, at any time prior to 15 years after recordation of this Declaration or any subsequent supplement, amend the description of Additional Land in Exhibit "B" to add or remove property. The annexation of all or any portion of the Additional Land shall be effected by the Declarant recording a written supplement to this Declaration setting for the legal description of the Additional Land to be annexed and stating that the land described in the supplement is subject to the Governing Documents. A supplemental declaration may contain additional covenants and restrictions applicable only to the land be added by the supplemental declaration.

The Additional Land may be annexed as a whole, in one or more portions, or not at all. Property annexed by Declarant under this Section need not be contiguous with other property in the Project. The exercise of the right of annexation as to any portion of the Additional Land shall not bar the further exercise of the right of annexation as to any other portion of the Additional Land. The Declarant makes no assurances as to which part, if any, of the Additional Land will be annexed.

There is no limitation on the number of Lots that may be added to the Project.

2.3 Withdrawal

Prior to the Turnover Meeting, the Declarant may withdraw any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property. Such withdrawn property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burdens the withdrawn property for the benefit of any property which is subject to the Declaration. Such withdrawal shall be made by recording a supplement to this Declaration with the Utah County Recorder's Office, withdrawing the effect of the covenants and restrictions of the Governing Documents from the withdrawn property. Such withdrawn property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

3 PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy

Except as otherwise expressly provided in the Governing Documents, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Living Unit. Each Lot shall be bound by, and the Owner shall comply with the Governing Documents for the mutual benefit of the Owners.

3.2 Easements Reserved

In addition to the easements shown on the Map or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

- 3.2.1 Right of Entry. The Association and any person authorized by the Association

may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether or not the Lot is in compliance with the Governing Documents. Requests for entry shall be made in advance. Entry shall be made at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. The right of entry granted by this subsection applies only to Lots upon which the Association has maintenance responsibilities as provided for in the Governing Documents.

3.2.2 Utility Easements. The Association or any public utility provider shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot of the Association in accordance with the terms of the Governing Documents, except for those improvements for which a public authority or utility provider is responsible.

3.2.3 Trail Easements. The Project is subject to trail easements as shown on the Map. No improvements may be constructed on the trail easements, except by the Association or the Declarant.

3.3 Easements Shown on the Map

Lots shall be subject to the easements shown on the Map.

4 PROPERTY AND USE RIGHTS IN COMMON AREA

4.1 Member's Right of Enjoyment

4.1.1 The Project will have Common Areas as designated in the Map for the benefit of all owners. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

4.1.2 Subject to the Governing Documents, each Resident, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to his Lot. The rights described in this Section are appurtenant to and pass with title to the Lot.

4.1.3 No portion of the Common Area may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

4.2 Delegation of Right of Use

Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to Residents, all subject to such reasonable rules and regulations which the Association may adopt.

4.3 Compliance with Covenants and Restrictions and Rules and Regulations

Each Owner and Resident shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Resident shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common

Area, including trail easements.

5 MAINTENANCE

5.1 Association Responsibility

The Association shall supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas. The Association's responsibility includes, without limitation, the park, entrance monuments, park parking area, and associated landscaping and amenities.

The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot or Living Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

5.2 Owner Responsibility

All maintenance, repair, and replacement of the Lots, Living Units, and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot and Living Unit in good repair and in accordance with the Governing Documents of the Association.

6 ARCHITECTURAL CONTROL

6.1 Architectural Review Committee

No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Living Unit or the improvements located thereon shall be made without the prior approval of the ARC. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the ARC. The ARC shall be appointed by Declarant until the Turnover Meeting. After the Turnover Meeting the ARC shall be appointed and serve at the will of the Board. The ARC may consist of as many members as the Declarant or Board deems fit. If the Declarant or Board fail to appoint an ARC, the Board shall serve as the ARC. The ARC may levy fees for plan review. The ARC review fees shall be considered an Individual Assessment.

6.2 Architectural Standards and Guidelines

Any improvements shall minimally comply with the following standards and with any architectural guidelines created by the Association:

6.2.1 Setbacks. Living Units on 0.5 acre to 0.75 acre Lots shall have 35 foot front and rear setbacks, 25 foot side setbacks, and 35 foot side setbacks where the side faces a street. Living Units on Lots larger than 0.75 acres shall have 50 foot front and rear setbacks, 25 foot side setbacks, and 35 foot side setbacks where the side faces a street. Outbuildings shall have a 10 foot side and rear setback, a 15 foot side and rear setback bordering any street, and a 20 foot side or setback bordering any trail easement.

6.2.2 Landscaping. Front yard irrigation and landscaping shall be installed within 9

months of occupancy. Unimproved areas on Lots may be kept in a natural state, but must be kept free of thistles, briars, and other noxious weeds. Unimproved areas lacking natural vegetation must be seeded with native grasses to prevent dust. Any native grasses or acceptable weeds shall be cut periodically and may not exceed 12 inches in height. The street frontage of all Lots shall be landscaped to create an aesthetically pleasing streetscape. All Lots must have 3 deciduous trees on street frontage and 6 deciduous trees on corner lots with a minimum 2 inch caliper planted between 6 and 15 feet behind the curb. The approved tree types are listed on Exhibit "D" hereto. Front yards and street frontage may be xeriscaped. Any xeriscaped areas shall contain the required trees and shall have a minimum of 30% of the area covered by low lying plants.

6.2.3 Colors and styles: All materials and colors which will be used on the exterior of any Living Unit or other improvement shall first be approved by the ARC. A variation of materials shall be used with a preference given to stone, rock, masonry siding, in vertical, horizontal, or shake design, and stucco. No structure may have vinyl or aluminum siding. No structures may be constructed of logs. Wainscoting is only allowed if the wainscot materials are used elsewhere on the structure. When repairing, restoring, replacing, remodeling or redecorating the exterior of a Living Unit the Owner shall use materials and colors that are similar to the original construction or are harmonious to surrounding Living Units.

6.2.4 Roofs. With the exception of shed roofs, all Living Unit roofs shall have a minimum 6/12 pitch. Out building roofs shall have a minimum 3/12 pitch. Membrane roof surfaces and the like are prohibited.

6.2.5 Minimum Square Footage. Single story Living Units shall have a minimum of 1,800 square feet above grade. Two-story Living Units shall have a minimum of 2,000 square feet above grade. The ARC may consider single story Living Units as small as 1,600 square feet if the elevations have significant movement, fenestration, or articulation.

6.2.6 Garages. All Living Units shall have a minimum 3 car garage.

6.2.7 Fences. Barbed wire fencing is prohibited. Fencing in the front yards, bordering trail easements, and bordering the park shall be split rail, open rail, or another open fencing. Privacy fencing in the front yards, bordering the trail easements, and bordering the park is prohibited. Privacy fencing in the back yard or side yard areas shall be setback at least 20 feet from the edge of the trail easements or park area. Any hotwire near the trail easements or park area must be installed on the opposite side of the nearest fence to the trail easements or park area. If an Owner replaces any fencing installed by Declarant, it shall be replaced with the same style fencing originally installed by the Declarant.

6.2.8 Outbuildings and Accessory Buildings. Each Lot may have up to two outbuildings. An outbuilding is a building that requires a building permit. No outbuildings may be constructed in front of the front plane of a Living Unit. All accessory buildings, outbuildings, sheds, and barns shall be constructed so their appearance is complimentary to the Living Unit.

6.2.9 Architectural Guidelines. The ARC may create architectural guidelines consistent with the Declaration. Additionally, the architectural guidelines may further define the restrictions set forth in this Declaration.

6.2.10 Driveways. Driveways shall be constructed of hardscape for a minimum of 30 feet measured from the road into the Lot.

6.2.11 Accessory Apartment Doors. Accessory apartment doors shall not face any street.

6.2.12 Utility Lines. All lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the ARC.

6.2.13 Antennas and Satellite Dishes. Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Lot. Additional antennae and satellite dishes may installed if the Association approves such on a case by case basis. The Association may create policies to create a hierarchy of preferred installation locations to protect the aesthetics of the Project. The hierarchy of preferred installation locations may not interfere with reception.

6.3 Waiver, Precedent, Estoppel

Approval or disapproval by the ARC of any requested architectural change shall not be deemed to constitute precedent, waiver, or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

6.4 Variances

The ARC may approve variances from the architectural standards and architectural guidelines. Any variances shall be in writing. Variances shall not deviate from the general aesthetic of the Project, but shall be used to avoid hardships, address new building materials and techniques, and further the general aesthetic vision of Declarant in the initial design and construction of the Project.

6.5 Noncompliance

Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the ARC or their designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Association shall be an Individual Assessment.

6.6 Liability

The Association, Declarant, Board, and ARC shall not be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act, provided only that the Association, Declarant, Board, and ARC have acted in good faith based on the actual knowledge possessed by it. The Association, Declarant, Board, and ARC are not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

7 ASSESSMENTS

7.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Lot, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

7.2 Declarant's Covenant for Assessments

During the period that Declarant owns more than 60% of the Lots to be developed, Declarant shall contribute such amounts to the Association as are necessary for the Association to meet its obligations under the budget after collecting assessments from any Lots owned by third parties. From and after the date Declarant owns 60% or less of the Lots upon which a Living Unit shall be constructed, Declarant shall only be required to pay per Lot owned by Declarant such amounts as are assessed against any other Lot.

7.3 Annual Budget

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

7.4 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts, subject to the Owners rights under the Community Associations Act, to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

7.5 Regular Assessment

The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

7.6 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the

Common Areas or exteriors of Lots. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

7.7 Supplemental Assessment

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

7.8 Individual Assessment

Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual assessments include, without limitation:

7.8.1 Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

7.8.2 ARC fees;

7.8.3 Fines, late fees, interest, collection costs (including attorney's fees);

7.8.4 Services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas;

7.8.5 Reinvestment or transfer fees due at the transfer of a Lot. The amount of the reinvestment fee shall be determined by the Board, but shall not be more than ½% of the sale price of the Lot; and

7.8.6 Any charge described as an individual assessment by this Declaration.

7.9 Apportionment of Assessments

Regular, special, and supplemental assessments will be apportioned equally among the Lots. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

7.10 Nonpayment of Assessment

Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be charged once per missed payment.

7.11 Application of Payments

Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

7.12 Acceleration

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

7.13 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

7.14 Lien for Assessment

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

7.15 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

7.16 Appointment of Trustee

The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to a member of the Utah State Bar, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

7.17 Subordination of Lien

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay six months of assessments, late fees, and penalties.

8 RESTRICTIONS ON USE**8.1 Use of Lots**

Each of the Lots in the Project is limited to the uses defined by local zoning code. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions.

8.2 No Obstruction of Common Areas

There shall be no obstructions of the Common Areas by the Owners, Residents, and their tenants, guests or invitees without the prior written consent of the Board. The Board may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Board.

8.3 Cancellation of Insurance, Illegal Activity

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board.

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

8.4 Nuisances

No Resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this section a "nuisance" includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes but is not limited to the following:

8.4.1 The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;

8.4.2 The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses.

8.4.3 The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;

8.4.4 The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

8.4.5 The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;

8.4.6 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

8.4.7 Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Project by other residents, their guests or invites;

8.4.8 Allowing the Lot to be in a condition that allows the creation of excessive dust;

8.4.9 Too much noise in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;

8.4.10 Too much traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;

8.4.11 Allowing your pet to urinate or defecate in the Common Areas or failing to clean

up immediately any feces deposited by a pet in the Common Area;

8.4.12 Allowing a pet to be unleashed while outside of the Living Unit or fenced backyard.

The Project is located in a rural community where horses and other animals are a way of life. As long as animals are kept in accordance with this Declaration, the sights, sounds, and smells associated with such animals will not be considered nuisance.

8.5 Rules and Regulations

No Owner or Resident shall violate the Rules and Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner shall be responsible to advise their guests and invitees about the rules and shall be responsible for their guests and invitees compliance with the rules and regulations.

8.6 Window Coverings

The Board, by rule, may require that certain colors and types of window covering be used.

Under no circumstances shall any cardboard or tinfoil be used as window coverings in the Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

8.7 Signs

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board.

8.8 Pets

No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except as allowed by Eagle Mountain City 17.85 and in accordance with the following table:

Animal	Max. Number Allowed on Lots			Available Fenced Area per Animal	Setback from Residence or Other Periodically Inhabited Building	Minimum Lot Size
	1/2 to 1 Acre	1 to 3 Acres	More than 3 Acres			
Horse/Mule	0	4	12	22,000 s.f. per 1 – 4 animals	50	1 Acre
Buffalo	0	2	6	22,000 s.f. per 1 – 4 animals	150	1 Acre
Cattle	2	4	12	2,500 s.f.	50	1/2 Acre
Donkey	2	4	12	2,500 s.f.	50	1/2 Acre
Llama	2	4	12	2,500 s.f.	50	1/2 Acre

Emu/Ostrich	4	8	16	500 s.f.	50	1/2 Acre
Sheep/Goat	4	8	16	500 s.f.	50	1/2 Acre
Pig (all kinds)	2	4	8	500 s.f.	150	1/2 Acre

The setback requirement is measured from the closest point of the available fenced animal area to a residence or building on an adjacent lot.

If a pet owner violates any of pet rules and regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require the Owner or Resident to remove their pet from the premises.

8.9 Storage and Parking of Vehicles

The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

8.9.1 The parking rules and regulations adopted by the Board from time to time;

8.9.2 No recreational, commercial or oversized vehicles, boats, trailers, all-terrain vehicles, utility vehicles, and the like shall be parked or stored, except during active use or loading and unloading, within the garage and the garage door is closed, behind the most rear plane of the front of the Living Unit.

8.9.3 No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot or to create an obstacle.

8.9.4 No Resident shall repair or restore any vehicle of any kind in, on a Lot (outside the garage) or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

8.9.5 Vehicles used for daily transportation may be parked in the driveway, garage, apron, or other off-street parking.

Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole expense.

8.10 Timeshares

Timeshares and time-sharing of Living Units within the Project is prohibited, and under no circumstances shall any Lot be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(17), as amended.

8.11 Accessory Apartments

One accessory apartment may be constructed in the Living Unit or an outbuilding. An accessory apartment may only be rented if the Owner occupies the Living Unit as their primary residence, the Owner obtains all necessary licenses and permits from Eagle Mountain City or any other governmental authority, and the tenants park off-street. Accessory apartment doors may not face the street and may not face the same direction as the front door of a Living Unit.

8.12 Repair of Buildings

No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

8.13 Subdivision of Lots

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use in compliance with this Declaration. The limitations of this Section do not apply to Declarant.

8.14 Clothes Drying Facilities

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property.

8.15 Front Porches

Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture made of wood or metal on the front porch, unless prohibited by rule. Plastic, vinyl, or indoor furniture may not be kept on the front porch. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the theme of the community to be removed from the front porch.

Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

9 MEMBERSHIP AND ASSOCIATION**9.1 Membership**

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

9.2 Voting Rights

Voting is governed by the Bylaws.

9.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

9.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

9.5 Adoption of Bylaws

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

10 DECLARANT RIGHTS

10.1 Administrative Control of Association

Declarant shall assume full administrative control of the Association through an appointed interim Board, which shall serve until the Turnover Meeting.

The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than 180 days from the date the last Lot to be developed upon the Project is sold.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within 90 days of such notice.

10.2 Other Rights

In addition to any other rights under the Governing Documents, as long as Declarant owns at least one Lot within the Project or any of the Additional Land, Declarant:

10.2.1 Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

10.2.2 "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Project, including without limitation, the Common Area.

10.2.3 Declarant Exemption. Unless specifically and expressly bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

10.3 Easements Reserved to Declarant

10.3.1 The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Map as a public utility easement, or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Map.

10.3.2 An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on

the area in which the same is located.

10.3.3 Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

10.3.4 The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

10.3.5 The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Map.

10.3.6 The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements to public use all as shown on the Map. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Map, without the prior written approval of the Board.

10.3.7 Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

10.3.8 Declarant further reserves unto itself, for itself and any builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Project other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Project.

The Declarant will take reasonable steps, and will ensure that any builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

11 COMPLIANCE AND ENFORCEMENT

11.1 Compliance

Each Owner or Resident of a Lot shall comply with the provisions of the Governing Documents and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an

aggrieved Owner.

11.2 Remedies

Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board acting on behalf of the Association, the right, in addition to any other rights set forth in the Governing Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

11.2.1 To enter the Lot which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished. Costs and attorney's fees shall be an Individual Assessment;

11.2.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

11.2.3 To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board;

11.2.4 To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or

11.2.5 The right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the Governing Documents; or

11.2.6 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.

11.3 Action by Owners

Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

11.4 Injunctive Relief

Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

11.5 Hearing

The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

12 INSURANCE

12.1 Types of Insurance Maintained by the Association

12.1.1 Property casualty and fire insurance for the Common Areas to the extent reasonably available or deemed advisable by the Board;

12.1.2 Liability insurance in an amount deemed advisable by the Board;

12.1.3 Full coverage directors and officers liability insurance for at least \$1,000,000.00; and

12.1.4 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurance required under this Section and keep the premiums reasonable.

12.2 Insurance Company

The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

12.3 Premium as Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

12.4 Insurance by Owner

Owners shall insure their Lots and all improvements thereon for the full replacement value. If requested, an Owner shall provide the Association with a certificate of insurance.

12.5 Payment of Deductible

The deductible on a claim made against an Association policy shall be allocated to the party which caused the loss. The Association shall have the right to determine which party caused the loss. If the loss is a "no-fault" loss, the Association shall pay the deductible.

12.6 Right to Adjust Claims

The Association has the right and authority to adjust claims.

12.7 Insurance Proceeds

If an Owner suffers a loss to their Lot or the improvements thereon, they shall any insurance proceeds to restore the Lot and improvements to their original or better condition. If an insurable loss to the Common Areas occurs, the Association shall use the insurance proceeds to restore the Common Areas to their original or better condition.

12.8 Damage and Destruction of Common Area

12.8.1 Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means

repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

12.8.2 Any damage or destruction to insurable improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

12.8.3 If, in accordance with this section, the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Project, which proceeds may be used and/or distributed as determined by the Board, in its discretion, or as otherwise provided in the Governing Documents.

12.8.4 If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board shall, without the necessity of a vote of the members, levy a Special Assessment against all Owners in order to cover the deficiency.

12.9 Obligation of Lot Owner to Repair and Restore

12.9.1 In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration, or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Board; unless the Owner desires to construct improvements differing from the original, in which event the Owner shall submit plans and specifications for the improvements to the Board and obtain its approval prior to commencing the repair, restoration or replacement.

12.9.2 If any Owner of an improved Lot fails to maintain the insurance required by this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within 10 days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

13 AMENDMENT AND DURATION

13.1 Amendments

13.1.1 Approval Required. Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding sixty-seven percent (67%) of the voting rights of the Association.

13.1.2 Execution and Recordation. An amendment shall not be effective until the

amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the Utah County Recorder's Office, Utah.

13.1.3 Declarant's Right to Amend. Notwithstanding anything in this Declaration, so long as the Class B membership exists, the written consent of the Declarant is required to amend this Declaration or the Map. As long as Declarant owns any Lot, the Declarant shall have the unilateral right to amend the Declaration.

14 MISCELLANEOUS PROVISIONS

14.1 Professional Management

The Association may be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law.

14.2 Invalidity; Number; Captions

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

14.3 Joint Owners

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

14.4 Lessees and Other Invitees

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

14.5 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Lots shall

be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Resident agrees to be bound by the Governing Documents.

14.6 Waiver, Precedent and Estoppel

No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.

14.7 Notice of Sale, Mortgage, Rental, or Lease

Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

14.8 Taxes on Lots

Each Owner will pay all taxes which may be assessed against him or his Lot.

14.9 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

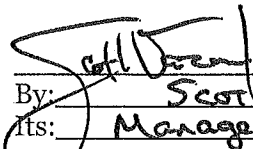
14.10 Conflicts

If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized agent.

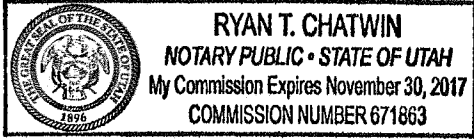
DATED: 11-12-14.

DECLARANT:
Belle Street Partners, LLC


By: SCOTT HAZARD
Its: Manager

STATE OF UTAH)
County of Utah) :ss.

On this 12 day of Nov, 2014, personally appeared before me Scot Hazard who being by me duly sworn, did say that they are the authorized agent of the Declarant authorized to execute this Declaration and did certify that this Declaration was approved by Declarant's members.



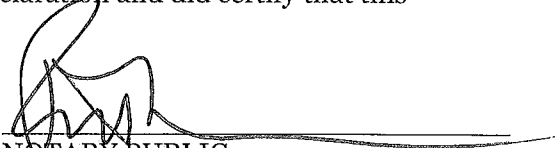

NOTARY PUBLIC

Exhibit A

Legal Description

All of Lots 101 thru 130, Plat "1", ARRIVAL SUBDIVISION PHASE A, Eagle Mountain City, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax ID No. 58:044:0048 & 58:044:0060

Exhibit B
Additional Land

Exhibit C

Bylaws of Arrival Homeowners Association

1 BYLAW APPLICABILITY/DEFINITIONS

1.1 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

1.2 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Lot constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

2 ASSOCIATION

2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, the Board, on behalf of the Owners, shall administer the Association's affairs.

2.2 Annual Meeting

Annual meetings shall be held once a year. The Board shall determine the date, time, and place of the annual meeting. The Association shall send notice of annual meetings at least 10 days but not more than 60 days in advance of the meeting. At the annual meeting the Association shall conduct the following business in any order the Board sees fit:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of Directors;
- 2.2.6 Review of reserve analysis;
- 2.2.7 Unfinished business from preceding annual meeting; and
- 2.2.8 New business.

2.3 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The

Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Utah County.

2.5 Conduct of Meeting

The President shall preside over all meeting of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

2.6 Quorum

A quorum shall be the Owners present in person or by proxy at a meeting.

2.7 Voting

The Association shall initially have the following two classes of votes:

2.7.1 **Class A.** Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

2.7.2 **Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to 2 votes for every Lot owned by Declarant plus 2 votes for every class A vote. The Class B Membership shall automatically cease and be converted to a Class A membership upon the sale of the last Lot that may be developed, including those on Additional Land.

If a Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners. If a Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all a Lot's Owners when a vote is cast by a Lot with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing

An Owner shall be in good standing if he has paid assessments levied against his Lot, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxies name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the

passage of 11 months.

2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

2.12 Record Date

The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

3 BOARD OF DIRECTORS

3.1 Number and Qualification of Directors

There shall be three Directors. Except for Directors appointed by Declarant, Directors must be Members in good standing.

3.2 Selection and Term of Directors

Directors shall serve for a term of two years and shall serve until their successors have been elected. There is no limit on the number of terms an Owner may serve as a Director. Directors terms shall be staggered as follows: (i) two Directors shall be elected in years ending with an even number; and (ii) one Director shall be elected in years ending with an odd number. At the initial election of the Directors, the newly elected Directors shall determine their terms.

3.3 Vacancies

After the Turnover Meeting, director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors

After the Turnover Meeting, a Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

After the Turnover Meeting, any Director who allows his assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

3.5 Organization Meeting

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted at the next regular meeting of the Board or may be conducted at a special meeting.

3.6 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least three days prior to the meeting.

3.7 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

3.8 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

3.9 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically.

3.10 Notice and Waiver of Meeting Notice

Notice to Directors may be personally delivered, mailed, or delivered by any available electronic mean, including, without limitation: text, email, fax, or posting on the website. Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.11 Action without Meeting

Any action by the Board may be taken without a meeting if all the Directors submit a written vote either for, against, or abstaining from the action. Written votes may be given in person, by mail, or electronically. The Association shall file the written votes with its record of minutes.

3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Community Association Act,

the Board shall have the following authority:

- 3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas and exterior of Living Units;
- 3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas, exterior of Living Units, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;
- 3.12.6 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- 3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Association;
- 3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.9 Pay costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.10 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;
- 3.12.11 Grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.12 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;
- 3.12.13 Create committees;
- 3.12.14 Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;
- 3.12.15 Any act allowed or required to be done in the name of the Association.

3.13 Manager

The Board shall employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent

to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

3.14 Compensation

Directors shall not be compensated for their work. However, Directors may seek reimbursement for actual costs incurred.

3.15 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

4 OFFICERS

4.1 Election and Term of Officers

The Board shall elect the officers of the Association. Officers shall be elected from the Directors. Officers shall serve one-year terms and shall serve until their successor is elected.

4.2 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

4.3 Offices

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers, who need not be Directors, as it may deem necessary. Except for the president, the same person may hold two offices.

4.3.1 President

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

4.3.2 Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

4.3.4 Treasurer

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Owners' meeting.

4.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

4.5 Compensation

Officers shall not be compensated for their work. However, officers may seek reimbursement for actual costs incurred.

5 NOTICE

5.1 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Owners may be delivered using any of the following methods:

5.1.1.1 By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Lot or to any other address designated by the Owner in writing to the Association;

5.1.1.2 By hand to the address of the Lot or to any other address designated by the Owner in writing to the Association;

5.1.1.3 By posting on the Association website; or

5.1.1.4 By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association or used by the owner to correspond with the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

5.1.2.1 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Associations official electronic contact as designated in writing to the Owners.

5.1.2.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

5.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

6 FINANCES

6.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

6.2 Checks, Agreements, Contracts

All checks, contracts, deeds, leases, and other instruments used for expenditures or obligations may be executed by any person authorized by the Board.

6.3 Availability of Records

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

7 AMENDMENT TO BYLAWS**7.1 Amendments**

These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of a quorum of the Owners.

7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Utah County Recorder's Office.

8 MISCELLANEOUS**8.1 Office**

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

8.2 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

8.3 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

8.4 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

8.5 Captions

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

8.6 Gender, etc.

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed by its duly authorized officers.

DATED: 11-12-14.

DECLARANT:
Belle Street Partners, LLC

Scott Hazard
By: SCOT HAZARD
Its: Manager

STATE OF UTAH)
County of Utah) :ss.

On this 12 day of Nov, 2014, personally appeared before me Scot Hazard who being by me duly sworn, did say that they are the authorized agent of the Declarant authorized to execute these Bylaws and did certify that these Bylaws were approved by Declarant's members.

[Signature]
NOTARY PUBLIC



Exhibit D

Approve Tree List

Common Hackberry (Celtis Occidentalis)
Cimmaron Ash (Faxinus Pennsylvanica)
Redspire Flowering Pear (Pyrus Calleryana 'Redspire')
Chanticleer Flowering Pear (Pyrus Calleryana 'Chanticleer')