

DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS

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American Fork

CHIPMAN VILLAGE

A Planned Unit Development (Expandable)

American Fork, Utah County, Utah

*Declarant*  
THIS DECLARATION (the "Declaration") is made this 15 day of ~~November~~, 1994 by G.A.R. Medical Management, Inc. (the "Declarant"), in its capacity as the owner and developer of Chipman Village, an expandable Planned Unit Development, American Fork, Utah (the "Development").

ARTICLE I

PURPOSE AND EFFECTUATION

1.01 Purpose. The purpose of this instrument is to provide for the maintenance and preservation of the values of Lots and Common Areas within Chipman Village, a Planned Unit Development in American Fork, Utah.

1.02 Effectiveness. From and after the effective date hereof: (a) Each part of the Development and each Lot and improvement constructed thereon lying within the boundaries of the Development shall constitute ~~the~~ constituent parts of a single Planned Unit Development; (b) The Development shall consist of the Lots and of any Common Areas which are described and depicted on the Plat, together with such additional Lots and Common Areas as may come into existence pursuant to the provisions relating to annexation or expansion of the Development; (c) The Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; and (d) The Plat of the Development shall consist of the instrument which is identified as Plat "A", Chipman Village, A Planned Unit Development, American Fork, Utah, and filed for record concurrently herewith in the office of the Utah County Recorder, American Fork, Utah, as the same may be amended, and any subsequent plats which may be filed for record pursuant to the provisions hereof relating to annexation or expansion of the Development.

ARTICLE II

DEFINITIONS

When used in this Declaration each of the following terms shall have the meaning indicated:

2.01 Additional Land shall, at any point in time, mean such part of the land in American Fork, Utah County, State of Utah, set forth and described in Exhibit A hereto, or added thereto by subsequent amendment.

2.02 Corporation shall mean CHIPMAN VILLAGE INCORPORATED and its successors and assigns.

2.03 Board shall mean the Board of Directors of the Corporation which Board shall also comprise the Management Committee of the property where such committee is referred to herein.

2.04 Common Areas shall mean those parcels if any so designated on the Plat and owned by Chipman Village Corporation for the common benefit, use and enjoyment of the Owners and residences within Chipman Village and comprising parking areas and private walkways or paths; as well as:

(a) All common areas and facilities designated as such in the survey map.

(b) All limited Common Areas and Facilities.

(c) All foundations, columns, girders, beams, supports, perimeter walls and roofs constituting a portion of or included in the improvements which comprise a part of the project.

(d) All apparatus, installations, and facilities included within the Project and existing for common use.

(e) All portions of the Project not specifically included within the individual Units.

(f) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

2.05 Limited Common Areas shall mean and refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units.

2.06 Declarant shall mean G.A.R. MEDICAL MANAGEMENT, INC. and its successors and assigns, if any, as developer of the Development.

2.07 Declaration shall mean this "Declaration of Easements, covenants, Conditions and Restrictions of Chipman Village, a Planned Unit Development (Expandable)" as the same may be supplemented or amended from time to time.

2.08 Development shall mean the Planned Unit Development known as Chipman Village as it exists at any given time.

2.09 Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Development as designated on the Plat intended for single family residential use.

2.10 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Utah County, Utah) of a fee or undivided fee interest in any Lot, and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant

shall be an Owner with respect to each Lot owned by it. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

2.11 Plat shall mean and refer to the subdivision plat covering the Property entitled "Plat 'A', Chipman Village Planned Unit Development, American Fork City, Utah County, Utah," prepared and certified to by Arthur F. Jueschke (a duly registered Utah Land Surveyor holding Certificate No. 145812), executed and acknowledged by Declarant, accepted by American Fork City, and filed for record in the office of the County Recorder of Utah County, Utah concurrently with this Declaration. Such term shall also include any subdivision plat or plats pertaining to any portion of the Additional Land as and when the same is annexed and added to the Development pursuant to the annexation provisions of Article III of this Declaration.

2.12 Property shall mean all land covered by this Declaration, including any Common Areas and Lots and other land annexed to the Development as provided in this Declaration. The initial Property shall consist of the land described in the Plat.

2.13 Reimbursement Assessment and Common Expenses. Reimbursement Assessment shall mean a charge against a particular Owner or his Lot for the purpose of reimbursing the Corporation for costs incurred in bringing the Owner or his Lot into compliance with the provisions of this Declaration or rules and regulations of the Corporation, or any other charge designated as a Reimbursement Assessment in this Declaration, together with costs, interest, attorney's fees and other charges payable by such Owner pursuant to the provisions of this Declaration.

Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Board to perform or exercise its functions, duties, or rights under the law, this Declaration, the Management Agreement for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt.

### ARTICLE III SUBMISSION

Declarant hereby submits to the provisions of the Utah Condominium Ownership Act (hereinafter "the Act") the real property situated in the city of American Fork, Utah County, State of Utah described in Exhibit A to this Declaration, and incorporated herein as if here set forth in full.

### ARTICLE IV COVENANTS, CONDITIONS AND RESTRICTIONS

4.01 Description of Improvements. The improvements included in the Project are now or will be located on the tract of real property described in Article II hereof, and all such improvements are described in the Map. The Development shall consist of 6 Lots. Lots 1 thru 4 shall consist of two Units each, designated as Units A and B. Lots 5 and 6 shall consist of

one Unit each.

Improvements on each Lot shall be as follows:

(a) Lots 1 thru 4, Units A & B: Single story bungalow style zero lot line twin home. Each Unit to be approximately 1190 square feet. Each unit to have an attached single car garage and attached enclosed storage area. There shall be four of this type building with two units per building for a total of 8 units. Construction shall be frame and stucco exterior construction slab on grade floors with no basements.

(b) Lot 5. A single story bungalow style single family residence that has been restored and placed on the National Historic Register. This Unit has approximately 1700 square feet finished on the main floor and approximately 1000 square feet on unfinished area in the basement. It has an attached trellis type single car carport. The home is an adobe, frame, brick, stucco exterior structure.

(c) Lot 6. A single family home with approximately 1400 square feet finished on the main floor and 1000 square feet finished in the basement. It has no attached or out buildings. Its structure is frame and brick.

(d) Common area. Additional parking for recreational vehicles and additional automobiles. Restricted to use by Lots 1 thru 4 only. Use restricted to parking of residence extra car or recreational vehicle only and not for prolonged parking of deserted or non-used vehicles nor for the maintenance of vehicles. Each of the Units comprising Units 1a, 1b, 2a, 2b, 3a, 3b, 4a, and 4b shall have an undivided 12.5% interest in this common area.

4.02 Description and Legal Status of Units. The Plat shows the Unit designation, its location, dimensions from which its area may be determined and the Common Areas and Facilities to which it has immediate access. All Units are residential Units. All Units are capable of being independently owned, encumbered and conveyed.

4.03 Contents of Exhibit "B". Exhibit "B" to this Declaration, said Exhibit being the Plat, furnishes the following information with respect to each Unit: (a) Unit Designation; (b) Its size.

4.04 Common and Limited Common Areas and Facilities. The Common Areas contained in the Project are identified on the Plat. Neither the Percentage Interest in the Common Areas or the right of exclusive use of a Limited Common Area and Facility shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such Percentage Interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate. Each Unit Owner shall at its own cost keep any Limited Common Areas designed for exclusive use in connection with its Unit in a clean, sanitary and attractive condition at all times.

4.05 Computation of Percentage Interests. All Unit owners holding Percentage Interests in the Common Area do so based on the fact that the Units are substantially equal in size. The Percentage Interest in the Common Area shall be for all purposes including, but not limited to, participation in assessments for

## Common Expenses.

4.06 Unit Maintenance. Each Owner shall at its own cost and expense maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows, including the exterior thereof, and doors forming the boundaries of its Unit and all walls, ceiling, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of its Unit in good repair and in a clean and sanitary condition, it shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air cooler, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with, its Unit. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit.

4.07 Easement for Encroachment. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either to the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the tract, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

4.08 Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Management Committee, as its agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of Unit Owners; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the committee by assessment.

4.09 Right of Ingress, Egress, Lateral Support. Each Owner shall have the right to ingress and egress over, upon and across

the Common Areas necessary for access to its Unit, and to the Limited Common Areas designated for use in connection with its Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

4.10 Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration or the Bylaws of the Corporation.

4.11 Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the Tract described in the Plat for egress, ingress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

4.12 Use of Units and Common Areas.

(a) Each of the Units in the Project numbered 1a thru 4b is intended to be used for single family residential housing and is restricted to such use. To this end, residents of these Units must be Adults without children residing with them. Temporary residence by additional family members of unrestricted age not lasting for more than six months during any calendar year shall not be deemed to violate this restriction.

(b) There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Committee. The Committee 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 Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Committee, 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 Committee.

(c) Nothing shall be done or kept in any Unit 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 over what the Committee, but for such activity, would pay, without the prior written consent of the Committee. Nothing shall be done or kept in any Unit 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 Committee and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any unit or in the Common Areas or any

part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the Project.

(d) No Owner shall violate the rules and regulations for the use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

(e) No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Committee.

(f) No signs whatsoever shall be erected or maintained in the Common Area without the prior written consent of the Committee; except: (i) Such signs as may be required by legal proceedings; (ii) such signs as Declarant may erect or maintain incident to sale of Units; and (iii) such signs as the Committee may by resolution permit.

(g) Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant nor the Committee shall interfere with the completion of improvements and sale of the remaining Units. The Declarant may make such use of the unsold Units and Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office and personnel in any building or Unit, the showing of the Units, showing of the Common Areas, and the conducting of advertising and promotional programs.

4.13 Operation and Maintenance; Apportionment of Common Expenses. The Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive, and generally in good condition and repair. The committee shall have no obligation regarding maintenance or care of Units. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their Percentage Interest therein, provided, however, that until a Unit has been both fully improved with all utilities installed and occupied for the first time as a residence, the monthly assessment applicable to such Unit shall be 10 percent of the monthly assessment fixed for other Units.

4.14 Payment of Expenses. Before the end of each calendar year the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the coming year. Such budget shall take into account any deficit or surplus realized during the current year. The total of such expenses shall be apportioned among all the Units on the basis of their appurtenant Percentage Interest. Prior to the first day of each month during the year covered by the budget each Unit Owner shall pay to the Committee as his share of the Common Expenses ~~one-twelfth~~ of the amount so apportioned to his Unit. If such monthly payments are too large or too small as a result of unanticipated income or expenses, the Committee may effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Unit Owners may be altered by the Committee so long as the method it

adopts is consistent with good accounting practices and requires that the portion of Common Expenses borne by each Owner during a 12-month period be determined on the basis of his Percentage Interest.

4.15 Amendment. Except as provided below, the vote of at least 67 percent of the outstanding, issued shares of the Corporation shall be required to amend this Declaration or the Plat. Any Amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Paragraph for amendment has occurred. The foregoing right of amendment shall be subject to the following paramount right:

Until Units representing 90 percent of the Percentage Interest of the Project have been sold, Declarant shall have, and is hereby vested with, the right to amend this Declaration or the Plat. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law.

4.16 Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the law each Unit (and its percentage of interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

4.17 Eminent Domain. Whenever all or part of the Common Areas shall be taken, injured or destroyed as the result of the exercise of the power of eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share in the damages in the same portion as his Percentage Interest in the Common Areas.

4.18 Covenants to Run With Land; Compliance. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in

the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

4.19 Management Agreement. In lieu of a separate management agreement, the management of the Project shall be governed by this Declaration and the Bylaws of the Corporation.

4.20 Information Regarding Transferee of Unit. Any Unit Owner who sells, leases, or otherwise disposes of his Unit shall submit to the Committee pertinent information concerning the transferee or new occupant within one week of any transfer of title or possession on a form furnished by the Committee.

4.21 Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

4.22 Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

4.23 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

4.24 Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

4.25 Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

4.26 Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed and its seal to be affixed hereto on the 15 day of November, 1994.

*[Signature]*  
G.A.R. Medical Management, Inc.



## EXHIBIT "A"

## LEGAL DESCRIPTION OF SUBJECT PROPERTY:

Commencing at a point on the North Line of East Main Street, American Fork, Utah, which beginning point is East along the North line of said Main Street 74.25 feet from the Southwest Corner of Block 15, Plat "A", American Fork City Survey of Building Lots; thence North 330.00 ft; thence East 255.75 ft; thence South 330.00 ft; thence West 255.75 ft. to the point of beginning.

Area: 84398 Sq. Ft., or 1.9375 acre.

Basis of bearing: American Fork City Survey of Building Lot bearings, as shown hereon, with Utah State Plane Coordinate Bearings and Grid Coordinates shown in parentheses.