



Backman Title Services

www.backmantitle.com

Owner Associations & CC&Rs (CORE)
#RC221010

(Reading the fine print)

Tucker Hodgson-
Continuing Education Instructor #6728570-CEI0

CC&R's (& R's)

- Covenants
- Conditions
- & Restrictions
- & Reservations

Reservations

RESERVATIONS

A right retained by the grantor the reservation may be temporary (such as a life estate) or permanent (such as an easement running through the land).

Reservations

RETURNED

SEP 14 2005

mw 25 411-2w

2105258 BK 3870 PG 417
E 2105258 B 3870 P 417-418
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/14/2005 10:54 AM
FEE \$12.00 Pgs: 2
DEP PT REC'D FOR FOUNDERS TITLE CO
MPANY Property #513-7160

SPECIAL WARRANTY DEED

BK 3870 PG 418



CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

Subject to easements, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

The Grantor specifically reserves and excepts unto itself all water rights, minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the above-described land provided that the Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref. _____

Mell tax notice to Charles E. Shafter Address 261 North Vine Street #904B
Salt Lake City, Utah 84103**WARRANTY DEED**

CHARLES E. SHAFTER, SURVIVING TRUSTEE OF THE CHARLES E. SHAFTER FAMILY TRUST
 of SALT LAKE County of SALT LAKE State of Utah, hereby
 CONVEY and WARRANT to CHARLES HAROLD SHAFTER, PEGGY ANTONETTE MASSEY AND
 JOSEPH WAYNE SHAFTER, AS JOINT TENANTS

of SALT LAKE County, grantee
 for the sum of DOLLARS,
 TEN AND NO/100- AND OTHER GOOD AND VALUABLE CONSIDERATION
 the following described tract of land in State of Utah:
 State of Utah: A CONDOMINIUM VALIDLY FORMED UNDER

State of Utah:

UNIT NO. 904B, ZION SUMMIT CONDOMINIUM, A CONDOMINIUM VALIDLY FORMED UNDER
 THE UTAH CONDOMINIUM OWNERSHIP ACT IN FEE, TOGETHER WITH A .00437% UNDIVIDED
 INTEREST IN THE COMMON AREAS AND FACILITIES ACCORDING TO THE OFFICIAL PLAT
 ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ALSO
 PARKING STALL NO. PWA 24 AND STORAGE LOCKER NO. SWA 179 AS SET FORTH AND
 DESCRIBED IN THAT CERTAIN DECLARATION RECORDED JANUARY 13, 1977 AS ENTRY
 NO. 2997848 IN BOOK 4437 PAGE 1209 OF OFFICIAL RECORDS.
 TOGETHER WITH EXTRA PARKING STALL NO. PWA 25 WITH A .00057% UNDIVIDED
 INTEREST IN AND TO THE COMMON AREAS AND FACILITIES.

SUBJECT TO A LIFE ESTATE IN FAVOR OF CHARLES E. SHAFTER AND NORMA G. SHAFTER.

My commission expires 5-31-88 Residing in SALT LAKE CITY, UTAH

LIFE ESTATE

An estate or interest in real property for the live
 of a living person. Upon the death of the interest
 holder the estate reverts to the grantor.

EXT 63881 BK 4682 PG 481
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Jun 25 3:05 pm FEE 10.00 BY JRO
RECORDED FOR APOSTOLIC UNITED BRETHERN

Recorded at Request of The Communities of the Apostolic United Brethren
at .M. Fee Paid \$

By _____ Dep. Book _____ Page _____

Ref. _____
Mail tax notice to: CAUB
1236 West 16580 South
Bluffdale, UT 84065

QUIT CLAIM DEED


The Communities of the Apostolic United Brethren, a Utah corporation, of Bluffdale, Salt Lake County, State of Utah hereby Quit-Claims to Corp. of the Presiding Elder of the Apostolic United Brethren, a Utah Corporation.

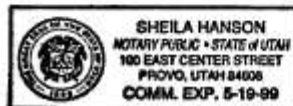
The Communities of the Apostolic United Brethren, a Utah corporation, of Bluffdale, Salt Lake County, State of Utah hereby Quit-Claims to Corp. of the Presiding Elder of the Apostolic United Brethren, a Utah Corporation. all Rights, Title, and Interest in said property reserving, however, a Life Estate in favor of Eula Thompson, and none other, until her death, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land in Utah county, State of Utah:


Carl O. Allred, Trustee

STATE OF UTAH)
)SS
COUNTY OF UTAH)

On the twenty-fifth day of June, A.D. one thousand nine hundred ninety-eight, personally appeared before me, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.


NOTARY PUBLIC



Life Estate

Mail Tax Notice To:
Rachael Lee Mathews
9484 North Elk Ridge Drive
Eagle Mountain, Utah 8400

ENT 102709:2021 PG 1 of 2
Andrea Allen
Utah County Recorder
2021 Jun 03 02:14 PM FEE 40.00 BY CS
RECORDED FOR Eagle Pointe Title Insurance Agent
ELECTRONICALLY RECORDED

TERMINATION OF LIFE ESTATE

The undersigned Lynn Thompson, (hereinafter "Affiant"), being first duly sworn, deposes and says that Eula Thompson, also known as Eula J. Thompson, (hereinafter "Decedent"), died on, March 12, 2017, as witnessed and evidenced by the Certificate of Death attached hereto as Exhibit "A".

Affiant further declares that Decedent had a Life Estate in the real property located in Utah County, State of Utah, at, 9484 North Elk Ridge Drive, more particularly described as follows:

ALL OF LOT 118, MEADOW RANCH SUB., PLATT ONE, EAGLE MOUNTAIN, AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

TAX ID NUMBER: 46-489-0118.

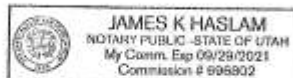
The Life Estate in the Real Property was created by a Warranty Deed, dated June 25, 1998 and recorded June 25, 1998, as Entry Number 63881, in Book 4682 at Page 481, of the official records of the Utah County Recorder, and the Life Estate in the real property has terminated by reason of Decedent's death.


LYNN THOMPSON
AFFIANT

STATE OF UTAH
COUNTY OF UTAH

188.

On the 2nd day of June, 2021, personally appeared before me Lynn Thompson, the signer of the foregoing instrument, who duly acknowledged that the statements contained herein are true and that he executed the same.




Notary Public

My Commission Expires: 9/29/21 Residing at: Lehi, Utah

STATE OF UTAH CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

State File Number: 2017003785

Eula J Thompson ENT 102709:2021 PG 2 of 2

DECEDENT INFORMATION

Date of Death:	March 12, 2017	Time of Death:	14:30
City of Death:	Eagle Mountain	County of Death:	Utah
Age:	78	Date of Birth:	November 20, 1938
Place of Birth:	Holladay, Utah	Sex:	Female
Armed Services:	No	Marital Status:	Widowed
Spouse's Name:		Usual Occupation:	Homemaker
Industry/Business:	Own home	Education:	9th Through 12th Grade
Residence:	Eagle Mountain, Utah	Parent or Father:	Joseph Lyman Jessop
Parent or Mother:	Beth Allred	Facility Type:	Home
Facility or Address:	9397 Shiloh Way		

INFORMANT INFORMATION

Name:	Lynette Spencer	Relationship:	Daughter
Mailing Address:	HC Box 171, Rocky Ridge, Utah 84645		

DISPOSITION INFORMATION

Method of Disposition:	Burial
Place of Disposition:	Rock Ridge Cemetery, Rocky Ridge, Utah
Date of Disposition:	March 18, 2017

FUNERAL HOME INFORMATION

Funeral Home:	Anderson Funeral Home
Address:	94 West 300 North, Nephi, Utah 84648
Funeral Director:	Steven M Anderson

MEDICAL CERTIFICATION

Medical Professional:	Don P Allred DO, Riverton Family Health Center, 1756 West Park Avenue, Riverton, Utah 84065
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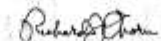
CAUSE OF DEATH

Myocardial Infarction [Onset: 7 Days]
Due to (or as a consequence of): Hypertension [Onset: 15 Years]
Due to (or as a consequence of): Hyperlipidemia [Onset: 30 Years]
Due to (or as a consequence of): Coronary Atherosclerosis [Onset: 15 Years]
Other significant conditions: Cerebrovascular Disease
Tobacco Use: Non-user
Medical Examiner Contacted: No Autopsy Performed: No Manner of Death: Natural

Date Registered: March 14, 2017
Date Issued: March 14, 2017

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics.
Security features of this official document include: High Resolution Border, V & R Images in top cycloids, and microtext.
This document displays the date, seal, and signature of the Utah State Registrar of Vital Records and Statistics.




Richard J. Oborn, MPA
State Registrar
May 1896



065373110


Ralph Clegg, EHS, MPA
Executive Director
Utah County Health
Department



Homestead Declaration

Recording requested by (name):
Daniel and Lisa McKeon

When recorded mail to
and mail tax statements to:
Daniel McKeon

510 South 130 West

Orem, Utah 84058



ENT 10699:2020 PS 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jan 28 10:34 am FEE 46.00 BY NA
RECORDED FOR MCKEON, DANIEL

Recorder's Use Only

HOMESTEAD DECLARATION

Serial/Parcel Number:
52-350-0001

We, Daniel C. McKeon and Lisa L. McKeon, do hereby certify and declare as follows:

1. Under Utah Code § 78B-5-504 we are entitled to an exemption with regard to the property located in the City of Orem, County of Utah, State of Utah, commonly known as (street address): 510 South 130 West, Orem, Utah 84058, a dwelling structure together with outbuildings and the land upon which they are situated and all improvements and appurtenances thereto, and more particularly described as follows (legal description): LOT 1, PLAT O, STONEWOOD SUB AREA 0.206 AC.

2. We are married spouses.

3. We are each the declared homestead owner of the above-declared homestead and neither of us has previously filed a declaration of homestead regarding the above property.

3. We declare that we are joint owners with an undivided 100% interest in and to the above property.

4. The estimated cash value of the homestead is \$589,900.00.

5. We claim an exemption in the amount of \$84,000.00 as a married couple. Determination of value of the homestead include dependents Daniel L. McKeon, age 67, and Lisa McKeon, age 56, who both reside at 510 South 130 West, Orem, Utah 84058.

6. The above-declared homestead is our principal dwelling. We are currently residing on that declared homestead.

The facts as stated in this Homestead Declaration are known to be true as of my own personal knowledge.

Date: 1-27-20

Lisa McKeon
(Signature of declarant)
Lisa McKeon
Print Name

- (2) (a) An individual is entitled to a homestead exemption consisting of property in this state in an amount not exceeding: (i) \$5,000 in value if the property consists in whole or in part of property that is not the primary personal residence of the individual; or (ii) \$42,000 in value if the property claimed is the primary personal residence of the individual.
- (b) If the property claimed as exempt is jointly owned, each joint owner is entitled to a homestead exemption, except that: (i) for property exempt under Subsection (2)(a)(i), the maximum exemption may not exceed \$10,000 per household; or (ii) for property exempt under Subsection (2)(a)(ii), the maximum exemption may not exceed \$84,000 per household.
- (c) A person may claim a homestead exemption in either or both of the following: (i) one or more parcels of real property together with appurtenances and improvements; or (ii) a mobile home in which the claimant resides.
- (d) A person may not claim a homestead exemption for property that the person acquired as a result of criminal activity.

<https://le.utah.gov/xcode/Title78B/Chapter5/78B-5-S503.html>

WHEN RECORDED, MAIL TO:
TODD PEDERSEN and
ANDREA PEDERSEN
1014 North 1280 East
Orem, UT 84097

ENT90852:2021 PG 1 of 2
Andrea Allen
Utah County Recorder
2021 May 14 09:58 AM FEE 40.00 BY MG
RECORDED FOR Utah First Title Insurance Agency
ELECTRONICALLY RECORDED

Right of First Refusal

RIGHT OF FIRST REFUSAL

This Right of First Refusal is dated this 13th day of May, 2021 and made by THE JONES

Pursuant to the Real Estate Purchase Contract dated April 30, 2021, specifically Addendum 1 to said Contract, **TODD PEDERSEN and ANDREA PEDERSEN**, was granted a first right of refusal on the property located at 1387 East 1160 North, Orem, UT 84097. In the event Buyer wishes to sell or transfer the Lot prior to constructing a home on the Lot, the Seller or its assignee shall have the option to purchase said Lot at a purchase price of 5% per annum above the initial purchase price of the Lot when sold by Seller. Any attempt to sell the Lot without waiver of the right of first refusal by the Seller shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser; provided, however, any deed may be validated by subsequent approval by the Seller in the event of a sale without prior approval as herein provided. Said Right of First Refusal is still in effect and enforceable.

North 68°17'30" East 19.99 feet; thence North 18°07'53" West 20.00 feet more or less to 1160 North Street (Windsor Court); thence along the arc of a 45.00 foot radius curve to the left 26.82 feet (chord bears North 54°47'47" East 26.42 feet to the point of beginning.

Tax I.D. No. 36-868-0013 as to Parcel 1 and 65-367-0002 as to Parcel 2

This document is being executed for recording purposes.

5. Porter does hereby grant back to Miles a right of first refusal to purchase the Property strictly in accordance with the following terms and conditions. In the event that Porter hereafter desires to sell the property Miles shall have a first right of refusal to buy the property on the express terms and conditions set forth below:

- a. Before selling the property (or any part thereof) Porter shall give written notice (herein the "Notice") to Miles of Porter's intention to sell the Property, and the terms and conditions of the proposed sale, including the name or names of the party or parties to whom Porter proposes to sell the Property, the proposed date of the sale, the consideration to be paid (the "Payment"), the terms of payment of such consideration, and such other matters as Porter deems relevant.
- b. Within fifteen (15) business days after Porter has mailed the Notice by certified mail to Miles, Miles shall have the right, but not the obligation, to notify Porter that Miles will purchase the Property for the consideration specified and on the exact terms and conditions set forth in the Notice. Any exercise by Miles of its right under this subsection (b) shall be in writing.
- c. If Miles shall not have notified Porter in writing within the mandated fifteen (15) business day period that Miles will purchase the Property, then Miles's right to purchase the Property, as herein provided for, shall terminate and forever expire and Porter shall be free to sell the Property to the party or parties listed in the Notice and on the exact terms and conditions specified in the Notice. Porter shall not sell the Property, however, to a party or on terms and conditions differing substantially from those specified in the Notice without first giving a new notice and opportunity to Miles to purchase the Property.
- d. If Miles shall notify Porter in writing within the mandated fifteen (15) business day period that Miles will purchase the Property, then Porter will sell the Property to Miles and Miles will purchase the Property from Porter upon the exact terms and conditions specified in the Notice.

6. This Right of First Refusal shall expire upon the earlier of the death of Miles or the date in which Miles no longer owns a direct or indirect interest in said adjacent parcel to the Property.

Right of First Refusal

Restrictions

64 East 6400 South, #100
Murray, UT 84107

RESTRICTIONS

ENT 93858 BK 3586 PG 215
NINA B REID UTAH CO RECORDER BY BT
1994 DEC 12 4:41 PM FEE 12.00
RECORDED FOR MERIDIAN TITLE

WHEREAS, the undersigned is the legal record owner of the following described property:

Parcel No. 1.

The East One-Half of the north One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 20, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and,

The East One-Half of the South One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 20, Township 4 South, Range 2 East, Salt Lake Base and Meridian.

WHEREAS, the undersigned desired to establish a restriction which will run with the land for the benefit and in favor of the legal record owners of the following described property:

PARCEL NO. 1 above being owned by the undersigned, shall hereinafter be restricted to the construction of only one (1) residence. This restriction will run with the land, said restriction can be removed or modified with the unanimous consent of the legal record owners of Parcel No. 2 above. The conditions and stipulations contained in Exhibit "B", attached hereto, shall be made apart hereof.

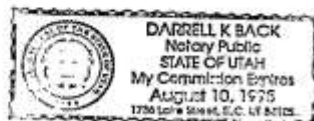
IN WITNESS, WHEREOF, the parties have signed this Restriction this 9th day of December, 1994.


Bruce K. Tobian

STATE OF UTAH)

COUNTY OF UTAH)

The foregoing instrument was signed and acknowledged before me this 9th day of December, 1994, by Bruce K. Tobian, who proved his identity by written documentation in the form of Driver's License.





Restrictions



E# 2837923 PG 1 OF 3
 Leann H. Kiltz, WEBER COUNTY RECORDER
 20-Jan-17 0446 PM FEE \$14.00 DEP JC
 REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
 ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:
 STATE OF UTAH, OLENE WALKER
 HOUSING TRUST FUND
 1385 South State Street, 4th Floor
 Salt Lake City, Utah 84115

CT- 87511-AM

LOAN NO: WHP1606

Space Above This Line Is For Recorder's Use

DEED RESTRICTION

THIS DEED RESTRICTION (the "Restriction") is made and effective as of the 20th day of JANUARY, 2017 by AMBERLEY PROPERTIES II, L.L.C., a Utah limited liability company, (the "Borrower"), for the benefit of the OLENE WALKER HOUSING LOAN FUND, (the "State"). For good and valuable consideration, Borrower hereby agrees as follows for the benefit of the State:

A. **PROPERTY ENCUMBERED.** The restriction shall be recorded against that certain real property located in WEBER COUNTY, State of Utah, as more fully described as follows:

LEGAL DESCRIPTION:

PARCEL 1:

A part of Lots 2 and 3, Block 13, Plat "A", Ogden City Survey: Beginning at a point 16 rods and 12 feet East of the Southwest corner of said Lot 2, and running thence North 140 feet; thence East 17 feet; thence South 20 feet; thence East 37 feet; thence South 120 feet; thence West 54 feet to the place of beginning.
 EXCEPTING the East 10 feet thereof used for right-of-way purposes.

PARCEL 2:

Part of Lots 2 and 3, Block 13, Plat "A", Ogden City Survey: Beginning at a point 10 rods East of the Southwest corner of said Lot 2, and running thence North 16 rods; thence East 77.5 feet; thence South 124 feet to a point 140 feet North of the South line of said Lot 2; thence East 33.5 feet; thence South 140 feet; thence West 111 feet to the place of beginning.

PARCEL 3:

Part of Lot 10, Block 2, Plat "A", Ogden City Survey: Beginning at the Northeast corner of said Lot 10, and running thence West 103 feet; thence South 132 feet; thence East 103 feet; thence North 132 feet to the place of beginning.

TOGETHER WITH 12.5 feet of vacated Jefferson Avenue abutting on the East.

Tax Parcel Nos.: 01-011-0007; -0008; 01-002-0051;

Subject Property is also known by property addresses: 536, 526 and 579 East 27th Street, Ogden, UT 84403.

B. NATURE OF RESTRICTION.

- (1) All Olene Walker Housing Loan Fund monies must be used to assist families whose annual incomes do not exceed 80 percent of the median family income for the area as determined by HUD, with adjustments based on family size. In addition, at least 90 percent of Olene Walker Housing Loan Fund monies used for rental housing must be used to assist families whose annual incomes do not exceed 60 percent of the median family income for the area as determined by HUD.

Deed Restrictions

OF 2837923 PG 2 OF 3

- (2) Rental housing will qualify as affordable only if the prepaid:
 - (a) less at least 30 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 50 percent or less of median income as defined by HUD. These units must satisfy the Low rents as described in the following section.
 - (b) less at least 70 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 60 percent or less of median income as defined by HUD. These units must satisfy the High rents as described in the following section.
 - (c) less the remainder of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 80 percent or less of median income as defined by HUD. These units must satisfy the High rents as described in the following section.
- (3) Olene Walker Housing Loan Fund assisted units are subject to rent limitations designed to ensure that rents are affordable to low and very low income people. These maximum rents are to be referred to as HOME rents. There are four HOME rents established for projects: High HOME rents and Low HOME rents.
 - (a) High HOME rents: 80% of HOME assisted rental units must have rents that are the lower of The Section 8 Fair Market Rents (FMR) or gross rents (excluding taxes for existing housing) minus recent paid utilities (RI) minus which are 10% of adjusted income for households at 50% of median income minus recent paid utilities.
 - (b) Low HOME rents: 20% of HOME assisted units must have rents which equal 80% of annual income for households at 10% of median income minus recent paid utilities.
- (4) In projects where Low Income Housing Tax Credits are part of the financing, two sets of rent rules apply.
 - (a) Qualified tax credit units must not exceed tax credit rent limits, while HOME-assisted units must meet HOME rent requirements. If a unit is being assisted under both programs, the stricter rent limit applies.
 - (b) Low HOME rent units are subject to the lower of the Low HOME rent and the tax credit rent (usually the tax credit rent).
 - (c) High HOME rent units are subject to the lower of the High HOME rent and the tax credit rent (usually the tax credit rent).
- (5) When tenants receive additional subsidy through rental assistance programs such as Section 8, additional requirements apply.
 - (a) Under tax credit rules, if the rental assistance program rent limit exceeds the tax credit rent, the unit rent may be increased to the higher limit as long as tenants pay no more than 30 percent of their adjusted monthly income for housing costs.
 - (b) HOME allows the rent to be related to the rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is greater (paid just tenant benefit), and tenant's income is less than 30 percent of the area median income.
 - (c) In a four tax credit HOME-assisted unit, the stricter HOME requirements would apply.

C. ADDITIONAL RESTRICTIONS

Borrower agrees that the property will have EIGHT (8) LOW-income units on a floating basis, that will consist of FOUR (4) studio units, and TWO (2) one-bedroom units. In addition, Borrower agrees that the Project will have THIRTY (30) units on a HOUSING CALLY MENTALLY ILL, as previously approved.

A separate agreement with each agency serving the Special Needs Population must be executed between Borrower and the appropriate agency.

The Borrower agrees to contract with agency where a necessary record of (2) (3) units are not recognized by Special Needs tenants. In the event that the agencies do not have a qualified client who can live in a unit when it becomes vacant, the unit can be rented to a non-special needs tenant.

D. NONCOMPLIANCE WITH DEED RESTRICTION

If Borrower is found to be in non-compliance with this Deed Restriction, the STATE has the option to call the State due and payable to itself.

OF 2837923 PG 3 OF 3

E. TERMS

This restriction shall run with the title to the Property and shall be binding upon the successors, assigns, and beneficiaries of the parties. The term of the restriction shall run from the date of execution hereof and remain in effect during the period of affordability under Section 90.252 or Section 90.254 of the Utah Code (90.252). (Borrower's Partnership Program) as amended from time to time, as applicable, or until the Olene Walker Loan Fund is paid in full, whichever is later (the "Affordability Period"). Upon such occurrence, this restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, Borrower and the State shall properly cooperate together and take the actions and steps the Borrower that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

Dated this 20th day of JANUARY, 2017.

AMBERLEY PROPERTIES II, L.L.C., a Utah limited liability company,
 ("Borrower")

By: Marion Willey
 President

STATE OF UTAH
 COUNTY OF SALT LAKE

On the 20th day of JANUARY, 2017, personally appeared before me, Marion Willey, being duly sworn by me, and that he is the President of Amberley Properties II, L.L.C., a Utah limited liability company, and that the executed instrument was signed on behalf of said Company, and said person acknowledged to me that said person is the:

Marion Willey
 Secretary



Deed Restrictions

- (2) Rental housing will qualify as affordable only if the project:
 - (a) has at least 20 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 50 percent or less of median income as defined by HUD. These units must sustain the Low rents as described in the following section.
 - (b) has at least 70 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 60 percent or less of median income as defined by HUD. These units must sustain the High rents as described in the following section.
 - (c) has the remainder of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 80 percent or less of median income as defined by HUD. These units also must sustain the High rents as described in the following section.
- (3) Every Olene Walker Housing Trust Fund assisted unit is subject to rent limitations designed to ensure that rents are affordable to low and very low income people. These maximum rents are to be referred to as HOME rents. There are four HOME rents established for projects: High HOME rents and Low HOME rents:
 - (a) High HOME rents: 80% of HOME assisted rental units must have rents that are the lesser of: The Section 8 Fair Market Rents (FMR'S) or area-wide exception rents for existing housing minus tenant paid utilities OR rents which are 30% of adjusted income for households at 65% of median income minus tenant paid utilities;
 - (b) Low HOME rents: 20% of HOME assisted units must have rents which equal 30% of annual income for households at 50% of median income minus tenant paid utilities.
- (4) In projects where Low Income Housing Tax Credits are part of the financing, two sets of rent rules apply:
 - (a) Qualified tax credit units must not exceed tax credit rent limits, while HOME-assisted units must meet HOME rent requirements. If a unit is being counted under both programs, the stricter rent limit applies.
 - (1) Low HOME rent units are subject to the lower of the Low HOME rent and the tax credit rent (usually the tax credit rent).
 - (2) High HOME rent units are subject to the lower of the High HOME rent and the tax credit rent (usually the tax credit rent).
 - (b) When tenants receive additional subsidy through rental assistance programs such as Section 8, additional requirements apply.
 - (1) Under tax credit rules, if the rental assistance program rent limit exceeds the tax credit rent, the unit rent may be raised to the higher limit as long as tenants pay no more than 30 percent of their adjusted monthly income for housing costs.
 - (2) HOME allows the rent to be raised to the rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is project-based (not tenant-based), and tenant's income is less than 50 percent of the area median income.
 - (3) In a joint tax credit/HOME-assisted unit, the stricter HOME requirements would apply.

C. ADDITIONAL RESTRICTIONS

Borrower agrees that the property will have EIGHT (8) LIH-assisted units on a floating basis, that will consist of FOUR (4) studio units, and TWO (2) one-bedroom units. In addition, Borrower agrees that the Project will have THREE (3) units set aside for CHRONICALLY MENTALLY ILL as previously approved.

A separate agreement with each agency serving the Special Needs Population must be executed between Borrower and the appropriate agency.

The Borrower agrees to contact each agency when a vacancy occurs; if ZERO (0) units are not occupied by Special Needs tenants. In the event that the agencies do not have a qualified client who can fill a unit when it becomes vacant, the unit can be rented to a non-special needs tenant.

D. NONCOMPLIANCE WITH DEED RESTRICTION

If Borrower is found to be out of compliance with this Deed Restriction, the STATE has the option to call the Note due and payable in full.

E. TERM

This restriction shall run with the title to the Property and shall be binding upon the successors, assigns, and beneficiaries of the parties. The term of the restriction shall run from the date of execution hereof and remain in effect during the period of affordability under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended from time to time, as applicable, or until the Trust Deed Note of like date is paid in full, whichever is later (the "Affordability Period"). Upon such occurrence, this restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, Borrower and the State shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

"Very low-, low-, or moderate-income household" means a family with an income at or below 30 %, 50% or 80%, respectively, of the median income for the area, with the income limit adjusted for household size in accordance with the methodology of the applicable median income standard.

2. The lender is to be given the notice of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.
3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the ~~\$5,000.00~~ Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction for sales expenses, unless:
 - i. the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
 - ii. the Property is sold to a very low-, low-, or moderate-income household, or;
 - iii. following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism.

3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the ~~\$5,000.00~~ Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction for sales expenses, unless:
- i. the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
 - ii. the Property is sold to a very low-, low-, or moderate-income household, or;
 - iii. following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism.

"Bank" means the The Federal Home Loan Bank of Des Moines ATTN: Community Investment Department 801 Walnut St Suite 200 Des Moines, IA 50309-3515.

"AHP" means the affordable housing program of the Bank.

"Direct Subsidy" means the amount funded by the Bank, in association with its AHP as prescribed by the applicable rules and regulations of the Federal Housing Finance Agency (FHFA), for the benefit of the prospective Owner and for the purpose of assisting such Owner in the purchase, construction, or rehabilitation of the property.



Title: Owner Printed Name

(Owner Acknowledgement)



Deed Restriction

WHEN RECORDED, RETURN TO:
Utah Community Federal Credit Union
360 W 4800 N
Provo, UT 84604
801-223-7640

ENT 42437:2022 PG 1 of 2
Andrea Allen
Utah County Recorder
2022 Apr 05 10:49 AM FEE 40.00 BY AR
RECORDED FOR Utah Community Federal Credit Union
ELECTRONICALLY RECORDED

NOTICE OF RELEASE OF DEED RESTRICTION

KNOW ALL PERSONS: The undersigned, on behalf of **Utah Community Federal Credit Union**, hereby certifies and declares that the Deed Restriction recorded July 12, 2018, as Entry No. 65395:2018, records of the Utah County Recorder, in the State of Utah, is now terminated and released.

Name of the person against whom the Deed Restriction is filed: Colton Bussian

Address of the property against which the Deed Restriction is filed: 1217 W 160 N, Orem, Utah 84057

Also known as:

See Attached Legal Description

Assessor's Parcel No: 44-129-0019

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed; if the undersigned is a corporation, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of trustees.

DATE: April 5, 2022

Utah Community Federal Credit Union

BY: 

State of

County of

On the 5 day of April, 2022, personally appeared before me Jennifer Seman, who being by me duly sworn, did say that she is the Real Estate Rep. of Utah Community Federal Credit Union, and that said instrument was signed in behalf of said Corporation by authority of its by laws (or by a resolution of its board of directors) and said UCFU acknowledged to me that said corporation executed the same.



Emilie Tomlinson

Notary Public

Notary Public for Utah: Emilie Tomlinson
Comm No. 716395
Commission Expires: January 26, 2025
Residing at: Provo, Utah

Release of Deed Restriction



Property Types

Distinctions between Parcels, Lots & Units

10-9a-103. Definitions.

- **Parcels:** "Parcel" means any real property that is not a lot. *(Including Metes & Bounds or City Survey)*
- **Lot:** "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder. ***Subdivision, Cluster Subdivision, Planned Unit Development (PUD), Planned Residential Unit Development (PRUD)***

Lots are governed by the Community Association (Act 57-8a-102)

(5) "Common areas" means property that the association: (a) owns; (b) maintains; (c) repairs; or (d) administers.

57-8-3. Definitions

- **Units:** (40) (a) "Unit" means a separate part of the property intended for any type of independent use, which is created by the recording of a declaration and a condominium plat that describes the unit boundaries. ***(Condominiums)***
- (11) "**Condominium unit**" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit.

Condominium units are governed by 57-8-3 (5) Condominium Association Act

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:

(a) the land included within the condominium project, whether leasehold or in fee simple; (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building; (c) the basements, yards, gardens, parking areas, and storage spaces; (d) the premises for lodging of janitors or persons in charge of the property; (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; (g) such community and commercial facilities as may be provided for in the declaration; and (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

Property Types

- Parcel
 - Not subdivided
 - City Lot/Block
- Lot
 - Subdivision
 - Condominium
 - PUD
 - PRUD
 - Unit

Townhomes are not a property type. Townhomes are a zoning type/building style.

- Townhome
- Twin home
- Rambler
- Ranch
- Split entry
- Tudor

Reservations, Covenants, Conditions, & Restrictions on Deeds

Easement, Protective Covenants, Restriction, & Hugs & Kisses

116
33788
FRANKLIN D.

Subject to a 10 foot easement, 5.0 feet on each side of and parallel to
the water pipe lines as now installed over and across road

We are thinking about your birthday with a desire to make it one of your happiest ever. Being always mindful of the many pleasant memories you have of home, many of which are associated with the "Creek-bottom" where you have worked to improve it and where you have played under the trees, in the sand of the hillside and in the water of the creek running through it, we now see the day approaching when your oft expressed wish to return to Bountiful to live may be fulfilled so we have hereby arranged to give to you to have and enjoy a portion of this cherished land, hill-side and creek-bottom for a lasting birthday present which we hope you and your children and perhaps your grandchildren can enjoy even as we and our children have.

Franklin D. Ashdown
Alfretta B. Ashdown

March A.D. 1969.

STATE OF UTAH
COUNTY OF DAVES | SS.

On the 6th day of March, A.D. 1969, personally appeared before me Franklin D. Ashdown and Alfretta B. Ashdown, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Com. Expires April 4, 1970
Residing at Bountiful, Utah

Franklin D. Ashdown
Alfretta B. Ashdown

Benjamin R. Ash
Notary Public

436
 State of Utah
 County of Davis
 Filed JAN 4 1949
 At 1:15 o'clock P.M.
 in Book 216
 Page 136
 GRACE C. STEVENSON
 SPECIAL WARRANTY DEED
 105084
 Platted ☒ Abstracted ☒
 On Margin ☐ Indexed ☐
 Compared ☐ Entered ☐

containing approximately 0.78 of an acre and subject to an 8.5 foot easement along its South side to allow for the future widening of Valverde Road and a 10 foot easement along the canal for public utilities.

CONVEY and WARRANT to MARY GOINE GISS

The grantor warrants the above described property only against all acts of itself.

of the same place

for the sum of

the unpaid balance of a mortgage of \$40,000.00 in favor of Zion's

No use shall be made of said property except for residential purposes including gardening, farming and orchard, and no structure to be used for any other purpose shall be erected, altered, placed or permitted to remain on said property except buildings incidental to residential use and private garage.

No residential structure shall be located nearer to the front lot line than 38½ feet nor farther from the front lot line than 83½ feet.

No out-building shall be located nearer than 78½ feet to the front lot line (except a detached garage which may be located 68½ feet from the front lot line).

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.


No trailer, basement, tent, shack, garage, barn or other out-building erected on the property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$5000.00 shall be permitted on any part of the property.

No cow, horse, pig, sheep or other animal, and no chickens, ducks, geese or other fowl shall be kept or allowed on the premises except that hens for household use not in excess of twenty in number may be kept, provided in such manner and cleanliness as to not create nuisance to the neighborhood.

heirs, successors or assigns.

Restrictions, Reservations,
Covenants, & Conditions
on Official / Dedicated Plats

A large yellow triangle is positioned in the bottom right corner of the slide, pointing towards the top right.

Dedicated Plat Disclosures/Notes

- 11. The land described herein is located within the boundaries of Davis County Taxing District No. 54, and is subject to any assessments levied thereby.
- 12. The land described herein is located within the boundaries of the Weber Basin Water District (771-1677), and is subject to any assessments levied thereby.
- 13. The land described herein is located within the boundaries of the North Davis Sewer District (825-0712), and is subject to any assessments levied thereby.
- 14. The land described herein is located within the boundaries of Syracuse City District (825-1477), and is subject to any assessments levied thereby.
- 15. Easement, and the terms and conditions thereof:
Disclosed by: Plat of said subdivision
Purpose: Utilities and Drainage

16. Subject to the Notes as shown on the official recorded plat

race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons:
Recorded: December 18, 2001
Entry No.: 1713086
Book/Page: 2947/792

Legacy Events Center



S 1100 W

W 500 S

15

15

67

S 200 W

W Sta

Legacy Events Center



S 1100 W



W 500 S

15

15

67

S 200 W

W Sta



S 1250 W

S 1175 W

Packard Enterprises



083470201

083470206

083470207

083470211

083470212

086740213

0810074

083470202

083470218

083470210

083470220

083470208

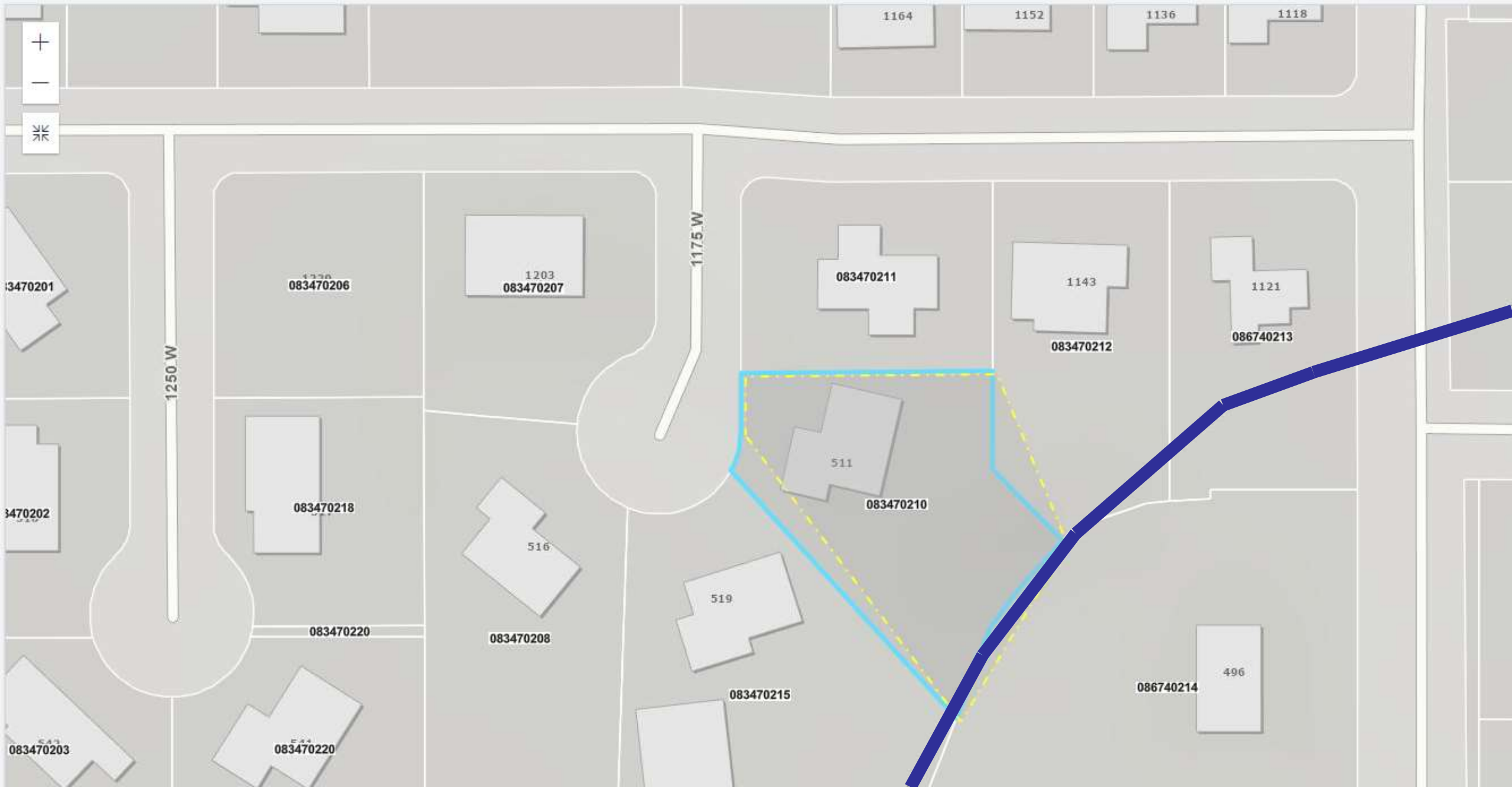
083470215

086740214

083470203

083470220

Utah State Parcels





083470201

083470206

083470207

083470211

083470212

086740213

0810074

083470202

083470218

083470210

083470220

083470208

083470215

086740214

083470203

083470220

Title Commitment

13. Subject to the Notes as shown on the official recorded plat

14. Easement, and the terms and conditions thereof:

Disclosed by: Plat of said subdivision

Purpose: Drainage

Area Affected: Southeasterly 20 feet

15. Easement, and the terms and conditions thereof:

Disclosed by: Plat of said subdivision

Purpose: Utilities and Drainage

Area Affected: Easterly, Westerly and Southwesterly 10 feet

16. Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restrictions, if any based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons:

Recorded: December 6, 2004

Entry No.: 2036017

Book/Page: 3678/831

17. Subject to any lease, rental, occupancy and/or sales agreements and the interests of parties thereto or claiming an interest thereunder.

RETURNED

DEC 06 2004

DECLARATION OF RESTRICTIVE COVENANT

0831

FOR
 EAGLE CREEK SUBDIVISION Phases 1 & 2

THIS DECLARATION of Restrictive Covenant ("Declaration") is made and entered into by MICHAEL G. BROWN and JEANETTE P. VANWAGONER (hereinafter collectively referred to as "Declarant").

RECITALS:

A. Declarant is the sole owner of the real property and improvements ("Property") located in Davis County, State of Utah, more particularly described as follows:

All Lots within the Eagle Creek Subdivision, Phases 1 and 2, according to the official plats thereof on file in the office of the Davis County Recorder, State of Utah (the "Subdivision").

B. Declarant, by recording this Declaration, intends and desires to impose upon the real property described above a restrictive covenant to affect the use and enjoyment of all lots in the above-named Subdivision in order to prevent any future subdividing of any lot within the Subdivision.

C. The restrictions contained in this Declaration shall be in forcible and equitable servitude and shall run with the land.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restriction which is for the purpose of protecting the value and desirability of and which shall run with the real property and shall be binding upon all parties having any right, title or interest in the above-described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. **Limitation on Future Subdividing.** No lots within the Subdivision shall be re-subdivided into more lots, parcels, sites, units, blocks or other division of the land. This restriction shall include any division or development of the land, whether by deed, metes and bounds description, devise and testacy, lease, map, plat or other recorded instrument.

2. **Term.** This Restrictive Covenant shall run with the land and shall be binding upon all parties and all persons claiming through them for a period of 40 years from the date this covenant is recorded, after which said covenant shall automatically be extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots within the Subdivision has been recorded, agreeing to change said covenant in whole or in part.

E 2036017 B 3678 P 831-832
 RICHARD T. MAUGHAN

BK 3678 PG 832

3. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this covenant either to restrain violation or to recover damages.

4. **Amendment.** This covenant shall run with the land and shall be binding upon all parties and all persons claiming under the covenant, unless an instrument signed by a majority of the then owners of the lots of the Subdivision have been recorded, agreeing to change said covenant in whole or in part.

5. **Captions.** The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

6. **Severability.** The provisions of this Declaration shall be deemed independent and severable, and invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

7. **Governing Law.** This Declaration shall be construed and controlled by and under the laws of the State of Utah.

8. **Effective Date.** This Declaration shall become effective as of the date of its recording.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 22 day of November, 2004.

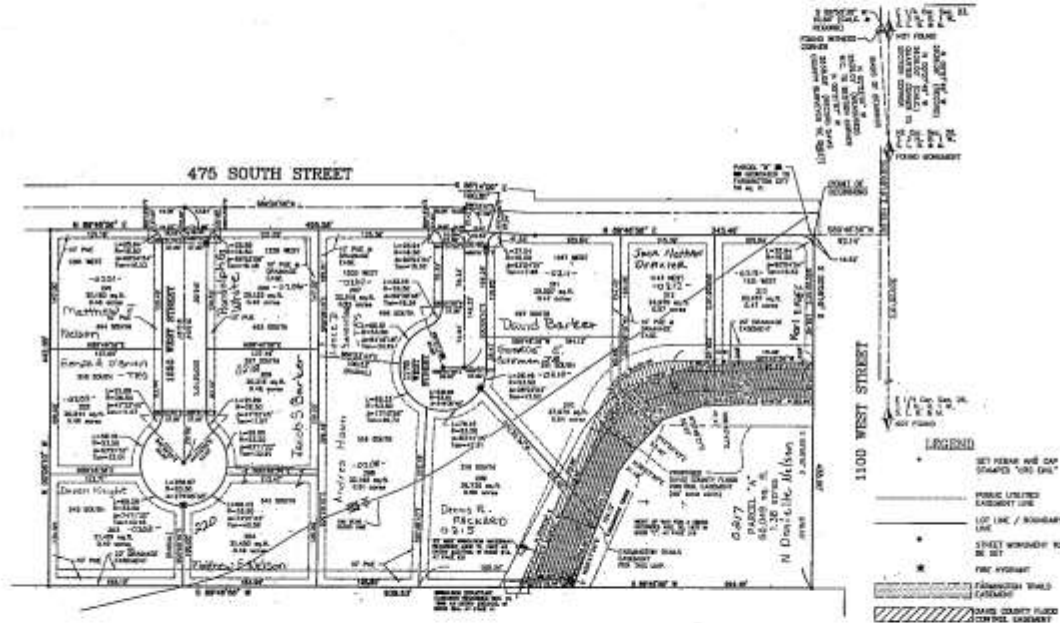

 MICHAEL G. BROWN


 JEANETTE P. VANWAGONER

EAGLE CREEK SUBDIVISION

PHASE II

BEING PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH



PREFIX 0
08-347

LAST #
0220



SCALE:
1" = 100'

DEVELOPMENT: EAGLE CREEK PH. II
LOTS: 201 THRU 213
& PARCELS A & B

NE 1/4 26, T.3N, R.1W
S.L.M. DAVIS COUNTY, UTAH

FILE # 4139
R 12-06-04

Tax Map

Title Commitment

13. Subject to the Notes as shown on the official recorded plat

14. Easement, and the terms and conditions thereof:

Disclosed by: Plat of said subdivision

Purpose: Drainage

Area Affected: Southeasterly 20 feet

15. Easement, and the terms and conditions thereof:

Disclosed by: Plat of said subdivision

Purpose: Utilities and Drainage

Area Affected: Easterly, Westerly and Southwesterly 10 feet

16. Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restrictions, if any based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons:

Recorded: December 6, 2004

Entry No.: 2036017

Book/Page: 3678/831

17. Subject to any lease, rental, occupancy and/or sales agreements and the interests of parties thereto or claiming an interest thereunder.

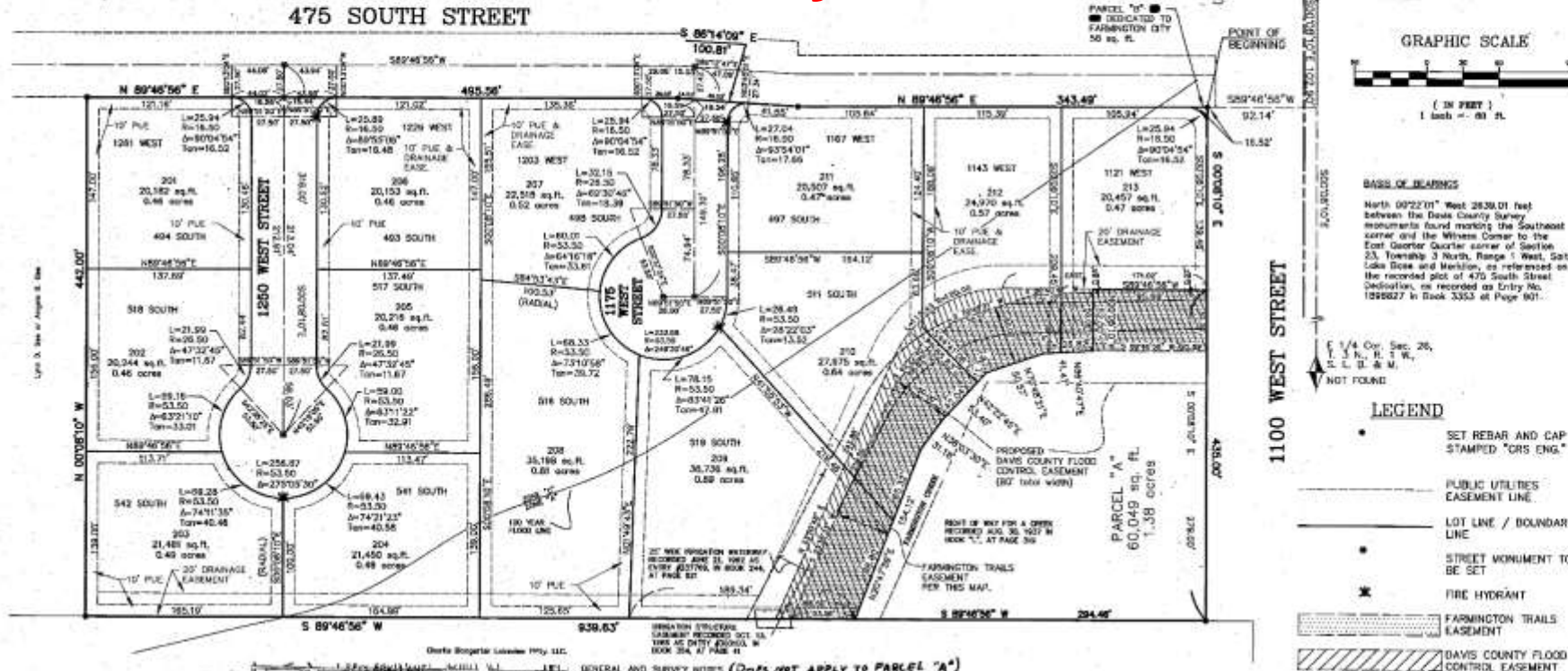
EAGLE CREEK SUBDIVISION

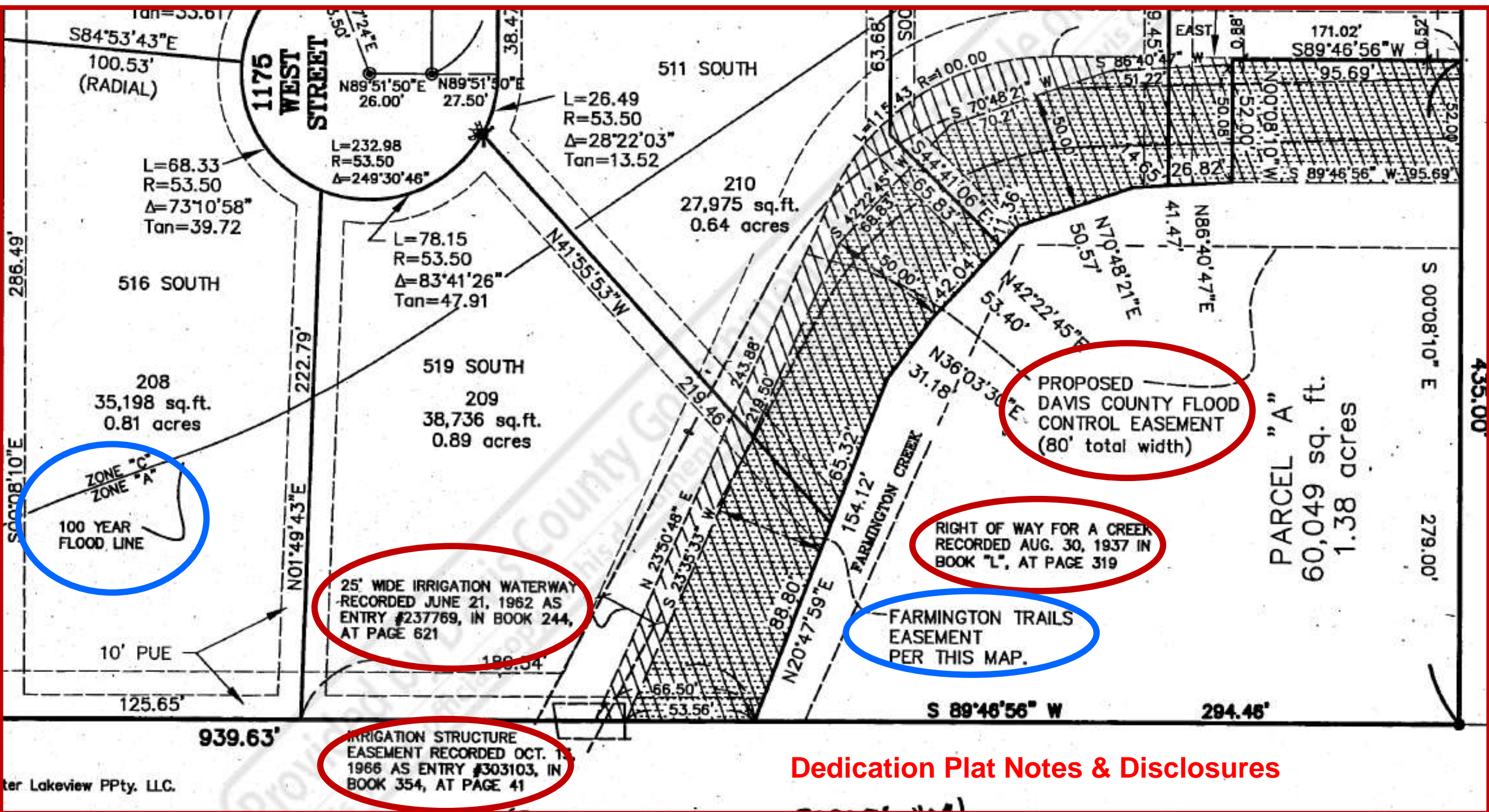
PHASE II

BEING PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

Dedication Plat = Officially Recorded

475 SOUTH STREET





Dedication Plat Notes & Disclosures

Dedicated Plat Disclosures/Notes

EAGLE CREEK SUBDIVISION PHASE II

BEING PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

475 SOUTH STREET

1100 WEST STREET

VICINITY MAP

SURVEYOR'S CERTIFICATE

I, Craig R. Yates, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 5398429 as prescribed under the laws of the State of Utah. I further certify that by the authority of the Owner, I have made a survey of the tract of land shown on this plat and described below, and that the same has been correctly surveyed and staked on the ground as shown on this plat.

11-8-04
DATE

5398429
CRAIG R. YATES
STATE OF UTAH

BOUNDARY DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 26, Township 3 North, Range 1 West, Salt Lake Base and Meridian, City of Farmington, County of Davis, State of Utah and more specifically described as follows:

Beginning at a point on the south line of 475 South Street, a dedicated street, recorded on Entry No. 1898827 in Book 3353 at Page 261 in the office of the Davis County Recorder, that is a distance of 102.14 feet South 02°00'10" East along the section line and a distance of 92.14 feet South 89°46'56" West from the Northwest corner of said Section 26, and running thence South 00°00'10" East, a distance of 455.00 feet to the north line of that certain property recorded as Entry No. 1296229 in Book 2060 of Page 264 in the office of the Davis County Recorder, (thence westerly along said north line South 89°46'56" West, a distance of 939.63 feet; thence North 00°00'10" West, a distance of 442.00 feet to the south line of said 475 South Street; thence along said south line the following three (3) courses: 1) North 89°46'56" East, a distance of 493.56 feet; 2) thence South 89°46'56" East, a distance of 100.81 feet; 3) thence North 89°46'56" East, a distance of 343.49 feet to the point of beginning. Containing 13 lots, 412,550 square feet or 9.47 acres.

OWNER'S DEDICATION

Know all men by these presents that _____ the undersigned owner(s) of the above described tract of land, being owned some to be subdivided into lots and streets to be hereafter known as the

EAGLE CREEK SUBDIVISION - PHASE II

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof, we, the undersigned, have hereunto set our hands and the day of _____ A.D. 2004.

[Signatures]
As individuals, as members of Eagle Creek Properties, LLC.

ACKNOWLEDGMENT

STATE OF UTAH
County of Davis

On the 28 day of November, 2004, personally appeared before me, the undersigned Notary Public, in and for said County of Davis, in said State of Utah, the owner(s) of the above Owner's dedication, _____ in number, who duly acknowledged said and purposes therein mentioned.

My commission expires _____ Notary Public

Residing in _____ County

ACKNOWLEDGMENT

STATE OF UTAH
County of _____

On the _____ day of _____, 2004, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in said State of Utah, the owner(s) of the above Owner's dedication, _____ in number, who duly acknowledged said and purposes therein mentioned.

My commission expires _____ Notary Public

Residing in _____ County

GENERAL AND SPECIAL NOTES (DOES NOT APPLY TO PARCEL "A")

1. Easements may not be obtained on lots in this subdivision plat, due to easement owner rights and potentially shallow ground water.
2. This subdivision plat is located in an area where adjoining property owners have permission to keep and maintain large "case B" driveways and other have easements on their properties (refer to Chapter 28 of the Farmington City Zoning Ordinance). Owners of lots in this subdivision agree to not oppose or limit their own property rights. Additionally, Owners of lots in this subdivision should be aware that the same may be subject to color, sound, etc., related to the keeping and maintenance of such driveways.
3. A Sub Report, dated Aug. 12, 2004, has been prepared by Engineering and Engineering and has been submitted to Farmington City.
4. The property shown is located within Zones "A" and "C" as shown on Flood Insurance Rate Map No. 40003-0100B, with a date of identification of March 1, 2002.
5. Future lot owners are responsible for the final grading of their lots and on-site retention of all storm water runoff generated while their lot is in compliance with Farmington City requirements.
7. Impact fees on each lot located within this subdivision will be collected at the time of building permit application from the person or entity applying for the building permit. All required impact fees must be paid in order to obtain a building permit from the City.
8. All purchasers of lots within this subdivision will acquire those lots subject to an existing lien hereinafter granted to the Farmington City Council Improvement District 2003-10. The lien against, title of each lot will only be released when Farmington City has received payment in full information regarding these matters should contact Farmington City Manager at the Farmington City Hall.
9. UNLIVING SIZE: The ground floor area of Living Units, exclusive of open porches and garages, shall not be less than 3500 square feet for a one story Living Unit and not less than 1400 square feet for a Living Unit of more than one story.
10. FENCES: Fences or walls shall be of wood, brick, dry, red iron or rock. No fence or walls of chain link, wire mesh or impregnated concrete block shall be allowed.
11. SOUND: There shall be no sound or vibration from the third or sides of any Living Unit. It is highly discouraged to have musicians playing louder than a normal high, wind in the area.
12. AIR CONDITIONING: Swamp coolers shall not be installed on any Living Unit.
13. WEEDS: No vehicles will be parked on the property that are not in working order.
14. LANDSCAPING: It is required that landscaping of at least the front yard be complete within one year of the Living Unit construction completion.

2000 EAST 2100 SOUTH
SALT LAKE CITY, UTAH 84109
PHONE 801/359-5563

**CALDWELL
RICHARDS
SORENSEN**

ADDRESS TO INTERMEDIARY

**VERDER BASIN WATER
CONSERVANCY DISTRICT**

Approved this 10 day of November, A.D. 2004
by the Verder Basin Water Conservancy District

By: *[Signature]*

CITY ENGINEER'S APPROVAL

Approved this 10 day of November, A.D. 2004
by the Farmington City Engineer

By: *[Signature]*

CITY ATTORNEY'S APPROVAL

Approved this 10 day of November, A.D. 2004
by the Farmington City Attorney

By: *[Signature]*

FARMINGTON CITY COUNCIL APPROVAL

Presented to the Farmington City Council this 17 day of November, A.D. 2004, at which time this subdivision was approved and accepted.

By: *[Signature]*

DAVIS COUNTY RECORDER

State of Utah, County of Davis,
Recorded and filed of the request of:
FARMINGTON CITY

Entry No. 4236016 Book No. 3678 Page No. 280
Filed this 10 day of October 2004 at 1:22 pm

By: *[Signature]* Recorder

GENERAL AND SURVEY NOTES (DOES NOT APPLY TO PARCELS)

1. Basements may not be advisable on lots in this subdivision plat, due to shallow sewer depths and potentially shallow ground water.
2. This subdivision plat is located in an area where adjoining property owners have permission to keep and maintain large "class B" animals and other farm animals on their properties (refer to Chapter 29 of the Farmington City Zoning Ordinance). Buyers of lots in this subdivision agree to not oppose or limit such property rights. Additionally, buyers of lots in this subdivision should be aware that the area may be subject to odors, sounds, etc., related to the keeping and maintenance of such animals.
3. A Soils Report, dated Aug. 12, 2004, has been prepared by EARTHTEC Testing and Engineering and has been submitted to Farmington City.
4. The property shown is located within Zones "A" and "C" as shown on Flood Insurance Rate Map No. 490038-0160B, with a date of identification of March 1, 1982.
5. Future lot owners are responsible for the finish grading of their lots and on site retention of all storm water runoff generated within their lot, in compliance with Farmington City requirements.

7. Impact fees on each lot located within this subdivision will be collected at the time of building permit application from the person or entity applying for the building permit. All required impact fees must be paid in order to obtain a building permit from the City.

8. All purchasers of lots within this subdivision will acquire those lots subject to an existing lien heretofore granted to the Farmington City Special Improvement District 2003-01. This lien against title of each lot will only be released when Farmington City has received payment in full of all required SID payments for that lot for which a release is requested. Persons desiring more information regarding these matters should contact Farmington City Manager at the Farmington City Hall.

9. **DWELLING SIZE:** The ground floor area of Living Units, exclusive of open porches and garages, shall not be less than 2000 square feet for a one story Living Unit and not less than 1400 square feet for a Living Unit of more than one story.

FENCES: Fences or walls shall be of wood, brick, vinyl, rod iron or rock. No fence or walls of chain link, wire mesh or unpainted concrete block shall be allowed.

SIDING: There shall be no Aluminum or Vinyl siding installed on the front or sides of any Living Unit. It is highly discouraged to have aluminum siding installed due to occasional high winds in the area.

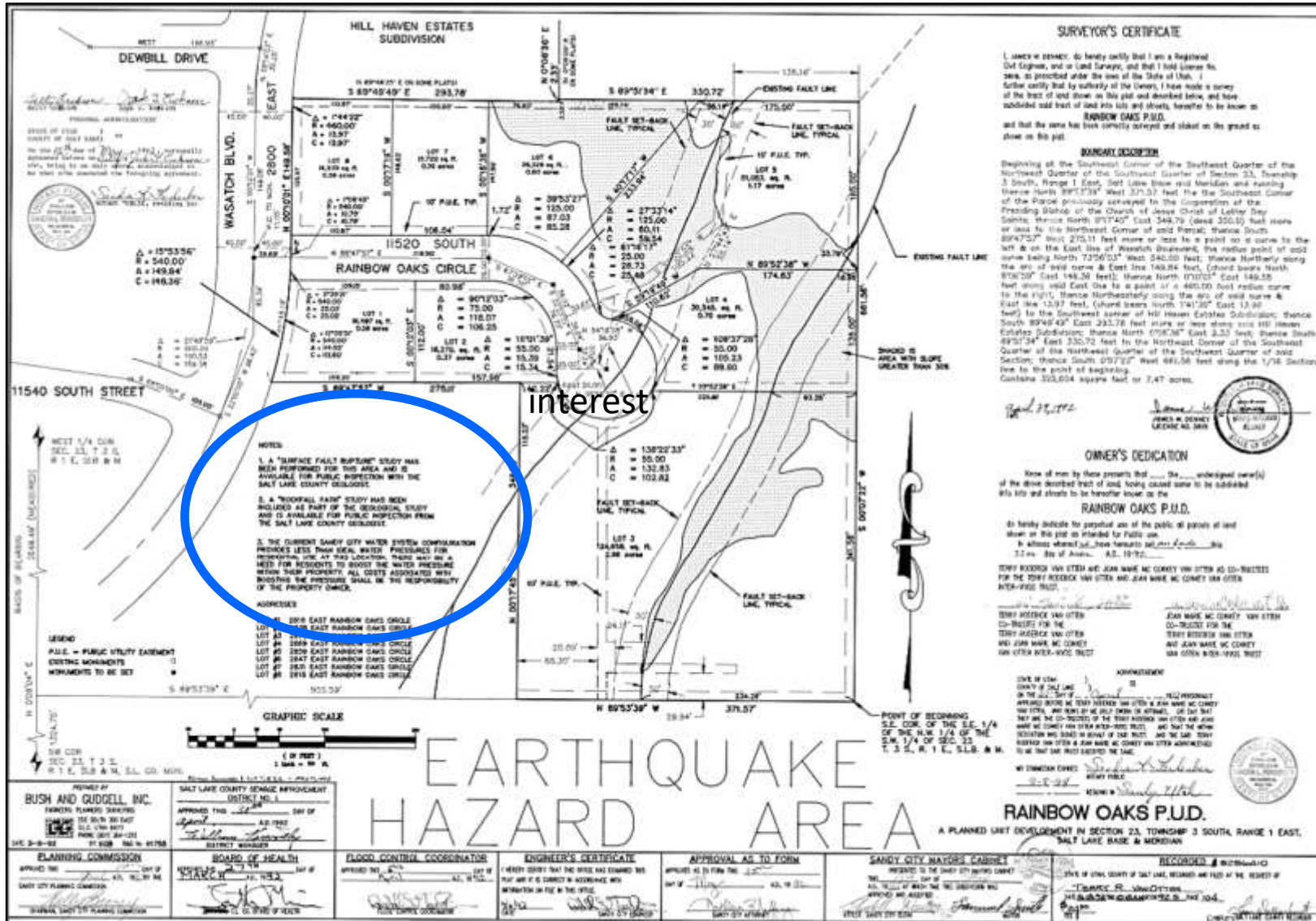
AIR CONDITIONING: Swamp coolers shall not be installed on any Living Unit.

VEHICLES: No vehicles will be parked on the the property that are not in working order.

LANDSCAPING: It is required that landscaping of at least the front yard be complete within one year of the Living Unit construction completion.

Dedicated plat notes might include:

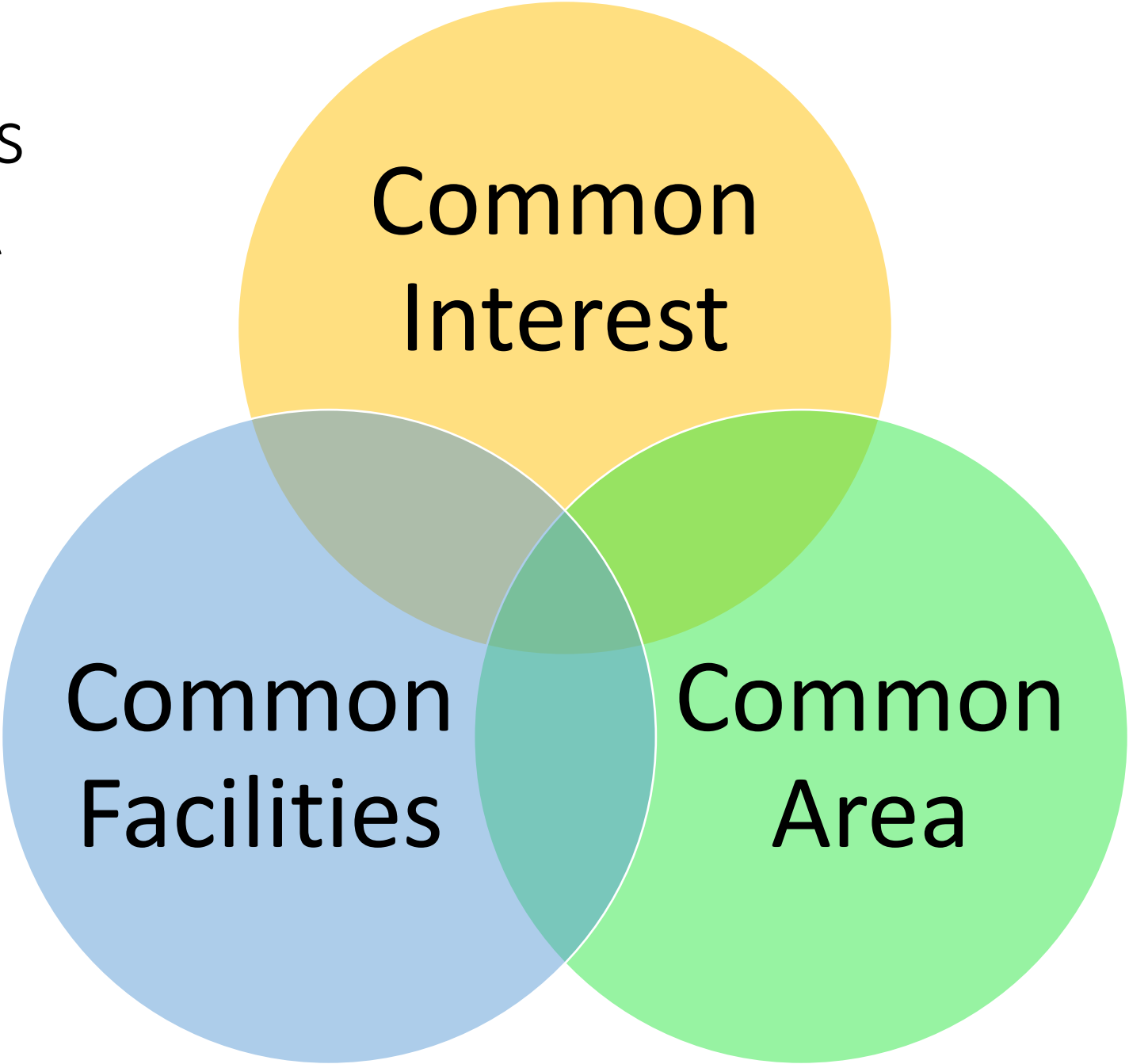
1. Covenants, Conditions & Restrictions (CCR's)
2. Easements
 - Utility & Drainage
 - Right of Way
3. Wetlands
4. Non-buildable areas
5. Geologic information
 - Flood Zones
 - Fault Areas
6. Common Areas
7. Future Plans
8. Zoning
9. Other Stuff...



Owners Associations

HOA & COA

Owners
Associations
HOA & COA



HOA's and COA's

57-8a Community Association Act.pdf - Adobe Acrobat Pro DC (32-bit)

File Edit View E-Sign Window Help

Home Tools 57-8 Condominium... 57-8a Community ... x

1 (1 of 49) 70.8%

Utah Code

Chapter 8a
Community Association Act

Part 1
General Provisions

57-8a-101 Title.
This chapter is known as the "Community Association Act."

Enacted by Chapter 153, 2004 General Session

57-8a-102 Definitions.
As used in this chapter:

(1)
(a) "Assessment" means a charge imposed or levied:
(i) by the association;
(ii) on or against a lot or a lot owner; and
(iii) pursuant to a governing document recorded with the county recorder.
(b) "Assessment" includes:
(i) a common expense; and
(ii) an amount assessed against a lot owner under Subsection 57-8a-405(7).

(2)
(a) Except as provided in Subsection (2)(b), "association" means a corporation or other legal entity, any member of which:
(i) is an owner of a residential lot located within the jurisdiction of the association, as described in the governing documents; and
(ii) by virtue of membership or ownership of a residential lot is obligated to pay:
(A) real property taxes;
(B) insurance premiums;
(C) maintenance costs; or
(D) for improvement of real property not owned by the member.
(b) "Association" or "homeowner association" does not include an association created under Title 57, Chapter 8, Condominium Ownership Act.

(3) "Board meeting" means a gathering of a board, whether in person or by means of electronic communication, at which the board can take binding action.

(4) "Board of directors" or "board" means the entity, regardless of name, with primary authority to manage the affairs of the association.

(5) "Common areas" means property that the association:
(a) owns;
(b) maintains;
(c) repairs; or

57-8 Condominium Ownership Act.pdf - Adobe Acrobat Pro DC (32-bit)

File Edit View E-Sign Window Help

Home Tools 57-8 Condominium... x

1 (1 of 59) 70.8%

Utah Code

Chapter 8
Condominium Ownership Act

57-8-1 Short title.
This act shall be known and may be cited as the "Condominium Ownership Act."

Enacted by Chapter 111, 1963 General Session

57-8-2 Applicability of chapter.
This act shall be applicable only to property which the sole owner or all the owners submit to the provisions of the act by duly executing and recording a declaration as provided in the act.

Enacted by Chapter 111, 1963 General Session

57-8-3 Definitions.
As used in this chapter:

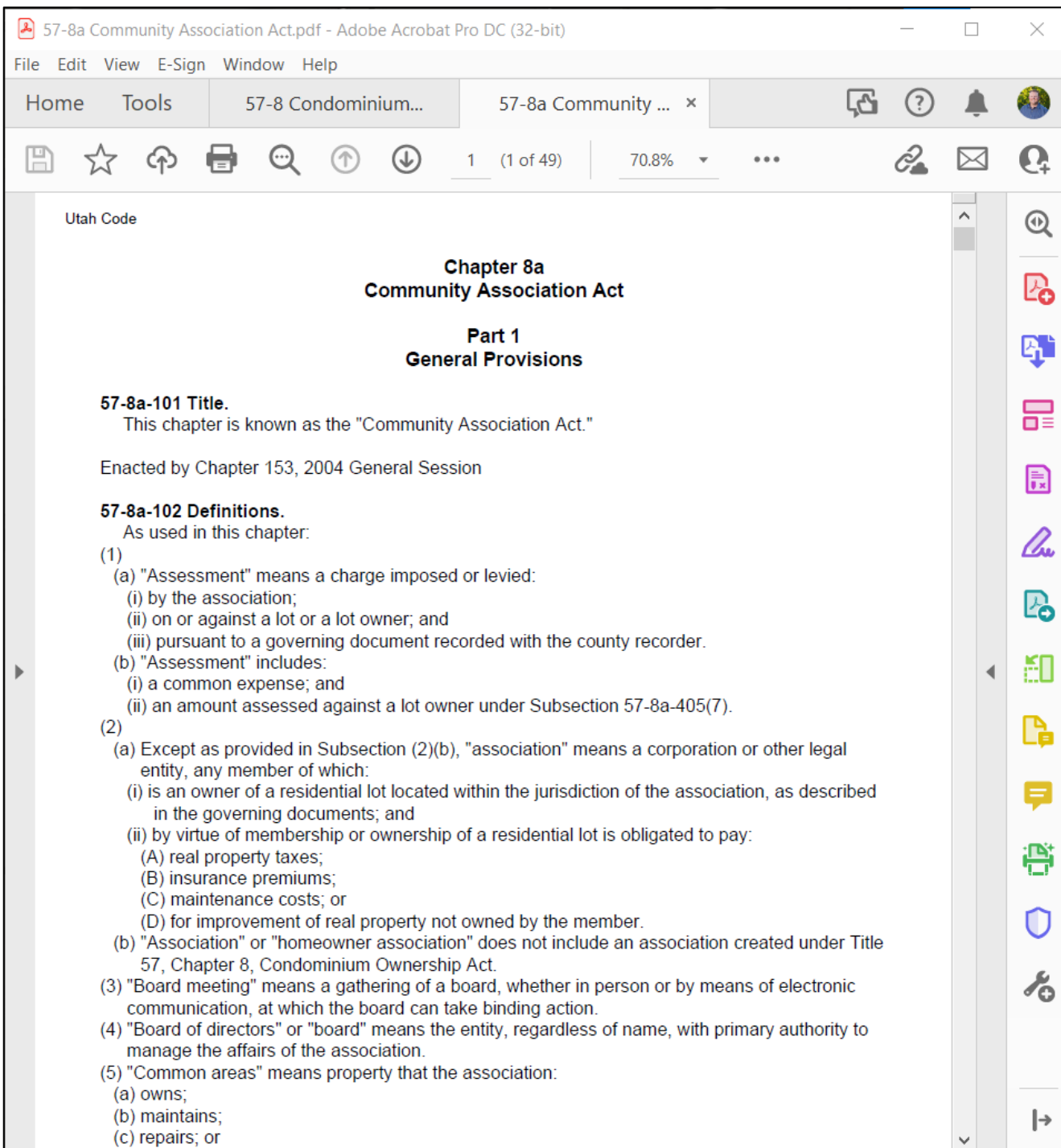
(1) "Assessment" means any charge imposed by the association, including:
(a) common expenses on or against a unit owner pursuant to the provisions of the declaration, bylaws, or this chapter; and
(b) an amount that an association of unit owners assesses to a unit owner under Subsection 57-8-43(9)(g).

(2) "Association of unit owners" or "association" means all of the unit owners:
(a) acting as a group in accordance with the declaration and bylaws; or
(b) organized as a legal entity in accordance with the declaration.

(3) "Building" means a building, containing units, and comprising a part of the property.

(4) "Commercial condominium project" means a condominium project that has no residential units within the project.

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:
(a) the land included within the condominium project, whether leasehold or in fee simple;
(b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
(c) the basements, yards, gardens, parking areas, and storage spaces;
(d) the premises for lodging of janitors or persons in charge of the property;
(e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
(f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
(g) such community and commercial facilities as may be provided for in the declaration; and
(h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.



Community Association Act

<https://secure.utah.gov/hoa/docs/coa-hoa-information.pdf>

Chapter 8a - Community Association Act

57-8a-101 Title.

This chapter is known as the "Community Association Act."

Community Association

Act 57-8a-102 (5)

(5) "Common areas" means property that the association:

- (a) owns;
- (b) maintains;
- (c) repairs; or
- (d) administers.



**Common
Area**

Condominium Association

Act 57-8-3 (5)

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:

- (a) the land included within the condominium project, whether leasehold or in fee simple;
- (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
- (c) the basements, yards, gardens, parking areas, and storage spaces;
- (d) the premises for lodging of janitors or persons in charge of the property;
- (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
- (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
- (g) such community and commercial facilities as may be provided for in the declaration; and
- (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

Condominium Association Act 57-8a-102 (5)

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:

- (a) the land included within the condominium project, whether leasehold or in fee simple;
- (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
- (c) the basements, yards, gardens, parking areas, and storage spaces;
- (d) the premises for lodging of janitors or persons in charge of the property;
- (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
- (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
- (g) such community and commercial facilities as may be provided for in the declaration; and
- (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

Community Association 57-8a-102 (12) & (18)

Condominium Association Act 57-8-3 (22) & (30)

(12) "Judicial foreclosure" means a foreclosure of a lot:

(a) for the nonpayment of an assessment;

(b) in the manner provided by law for the foreclosure of a mortgage on real property; and

(c) as provided in Part 3, Collection of Assessments.

(18) "Nonjudicial foreclosure" means the sale of a lot:

(a) for the nonpayment of an assessment;

(b) in the same manner as the sale of trust property under Sections 57-1-19 through 57-1-34; and

(c) as provided in Part 3, Collection of Assessments.

Registration with Department of Commerce

57-8a-105 (2) & 57-8-13.1 (2)

(2)

(a) No later than 90 days after the recording of a declaration of covenants, conditions, and restrictions establishing an association, the association shall register with the department in the manner established by the department. (Department of Commerce)

(b) An association existing under a declaration of covenants, conditions, and restrictions recorded before May 10, 2011, shall, no later than July 1, 2011, register with the department in the manner established by the department.

Registration with Department of Commerce

57-8a-105 (3) & 57-a-13.1 (3)

(3) The department shall require an association registering as required in this section to provide with each registration:

- (a) the name and address of the association;
- (b) the name, address, telephone number, and, if applicable, email address of the chair of the association board;
- (c) contact information for the manager;
- (d) the name, address, telephone number, and, if the contact person wishes to use email or facsimile transmission for communicating payoff information, the email address or facsimile number, as applicable, of a primary contact person who has association payoff information that a closing agent needs in connection with the closing of a lot owner's financing, refinancing, or sale of the owner's lot; and
- (e) a registration fee not to exceed \$37.

Registration with Department of Commerce

57-8a-105 (4) & 57-8-13.1 (4)

(4) An association that has registered under Subsection (2) shall submit to the department an updated registration, in the manner established by the department, within 90 days after a change in any of the information provided under Subsection (3).

Amending Governing Documents 57-8a-104

Amending Governing Documents 57-8-39

57-8a-104 Limitation on requirements for amending governing documents -- Limitation on contracts.

(1)

(a)

(i) To amend the governing documents, the governing documents may not require:

(A) for an amendment adopted after the period of administrative control, the vote or approval of lot owners with more than 67% of the voting interests;

(B) the approval of any specific lot owner; or

(C) the vote or approval of lien holders holding more than 67% of the first position security interests secured by a mortgage or trust deed in the association.

(ii) Any provision in the governing documents that prohibits a vote or approval to amend any part of the governing documents during a particular time period is invalid.

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this ____ day of _____, 20____ ("Offer Reference Date") _____ ("Buyer") offers to purchase from _____ ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$_____ in the form of _____.** After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: _____

City of _____, County of _____, State of Utah, Zip _____ Tax ID No. _____
(the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners, light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☐ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is \$ _____. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ _____ (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ _____ (b) **Additional Earnest Money Deposit** (see Section 8.4 if applicable)

\$ _____ (c) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.

\$ _____ (d) **Seller Financing** (see attached Seller Financing Addendum)

\$ _____ (e) **Balance of Purchase Price in Cash at Settlement**

\$ _____ **PURCHASE PRICE. Total of lines (a) through (e)**

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☐ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

SELLER'S PROPERTY CONDITION DISCLOSURE

This is a legally binding document. If not understood, consult an attorney.

SELLER'S AGENT – COMPLETE THIS SECTION ONLY!

SELLER NAME: _____ ("Seller")
 PROPERTY ADDRESS: _____ ("Property")
 SELLER'S BROKERAGE: _____ ("Seller's Brokerage")

NOTICE

Buyer and Seller are advised that the Seller's Brokerage and its agents are trained in the marketing of real estate. Neither the Seller's Brokerage nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Seller's Brokerage and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property.

If the Buyer's agent/brokerage are providing this document to an unrepresented Seller, the Seller acknowledges and agrees that the Buyer's agent/brokerage represent solely the interests of the Buyer. The Seller acknowledges that the Buyer's agent/brokerage have advised the Seller that the Seller is entitled to be represented by a real estate agent that will represent the Seller exclusively. The Seller has however, elected not to be represented by a real estate agent in this transaction. The Seller further acknowledges and agrees that all actions of the Buyer's agent/brokerage, even those that assist the Seller in performing or completing any of the Seller's contractual or legal obligations, are intended for the benefit of the Buyer exclusively.

INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW AND UNDER REPC SECTION 7(a), REGARDLESS OF OCCUPANCY, TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY AND FACTS KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE USE AND VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements.

Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Seller's Brokerage, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present problems, malfunctions or defects (location, nature of problem, etc.).
- Use an additional addendum if necessary.
- If a question does not apply to your Property, CHECK THE "N/A" BOX NEXT TO THE QUESTION.

17. BOUNDARIES & EASEMENTS

YES NO N/A

A. Do you know if anything on your Property (such as a fence, deck, or any other improvement) encroaches (extends) onto any adjoining property?

i. If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment:

B. Do you know if anything on any adjoining property (such as a fence, deck, or any other improvements) encroaches onto your Property?

i. If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment:

C. Are you aware of any boundary disputes or conflicts involving your Property and any adjoining property or properties?

i. If "Yes" please describe, to your knowledge, the nature and location of any such boundary disputes or conflicts:

D. Are you aware of any unrecorded easements affecting the Property?

i. If "Yes" please describe, to your knowledge, the nature and approximate location of any such easement:

Community Association Act

57-8a-102 (10)

Condominium Association Act

57-8-3 (20)

- (a) "Governing documents" means a written instrument by which the association may:
- (i) exercise powers; or
 - (ii) manage, maintain, or otherwise affect the property under the jurisdiction of the association.
- (b) "Governing documents" includes:
- (i) articles of incorporation;
 - (ii) bylaws;
 - (iii) a plat;
 - (iv) a declaration of covenants, conditions, and restrictions; and
 - (v) rules of the association.

HOA Liens & Foreclosure Options

HOA Liens & Foreclosure

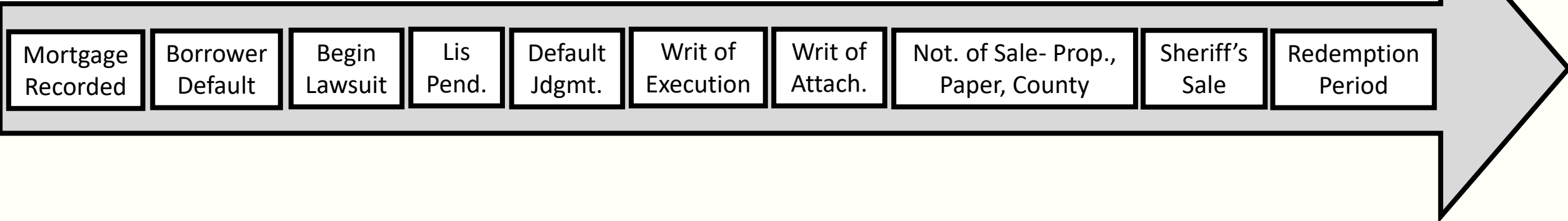


Judicial Foreclosure

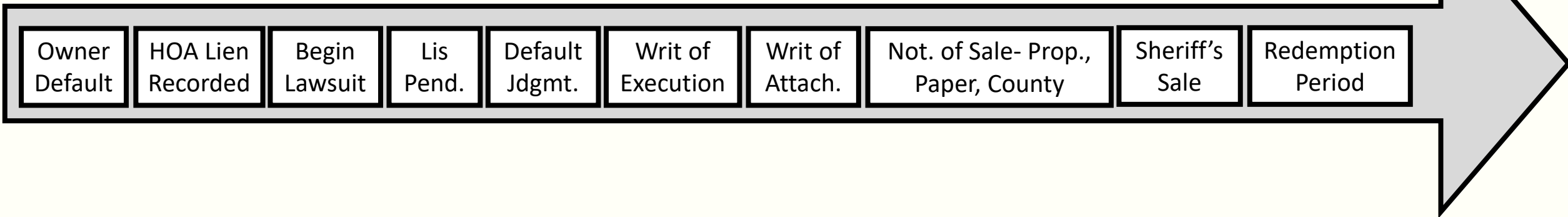


- Estimated to be multiples of the cost and take 3 times as long as a non-judicial foreclosure
- Approximate time needed is at least a year (including 6-month redemption period)
- Borrower reinstatement requires that actions must be filed with court
- All parties with interest in property must be served notice/summoned
- Notice is posted in 3 public places 20 days before sale and published for 3 consecutive weeks
- Auction conducted by county sheriff and title conveyed by Sheriff's Deed (no warranty)
- The property may be redeemed by the borrower or junior lienholders within 180 days by paying off the senior lien, plus an additional percentage by Rule.
- Title is unmarketable during the redemption period

MORTGAGE - Judicial Foreclosure Timeline - Simplified Court Process



HOA LIEN - Judicial Foreclosure Timeline - Simplified Court Process



The Sheriff Sale



A sheriff's sale is a public auction conducted by the county sheriff

Sheriff's Deed

RETURNED
MAR 20 2003

E 1844613 1 3251 P 766
RICHARD T. NAUGHAN, DAVIS CNTY RECORDER
2003 MAR 20 2:33 PM FEE 12.00 DEP MEC
REC'D FOR TRI STAR CONTRACTORS SERVICES

SHERIFF'S DEED


E 1844613 1 3251 P 767

☐ The Grantee is the purchaser designated in the said Sheriff's Certificate of Sale,

☒ The Grantee is the last assignee of the said Sheriff's Certificate of Sale as set forth in an assignment which was recorded with Filing No. 1844611 in Official Records Book 3251 page 767.

5 Accordingly, the Grantee is entitled under said Rule 69(j)(6) to a conveyance without warranty from the Davis County Sheriff.

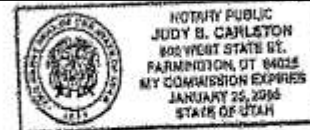
IN WITNESS WHEREOF, Grantor has executed this Sheriff's Deed on the 17th day of March 2003


Bud E. Cox, Davis County Sheriff

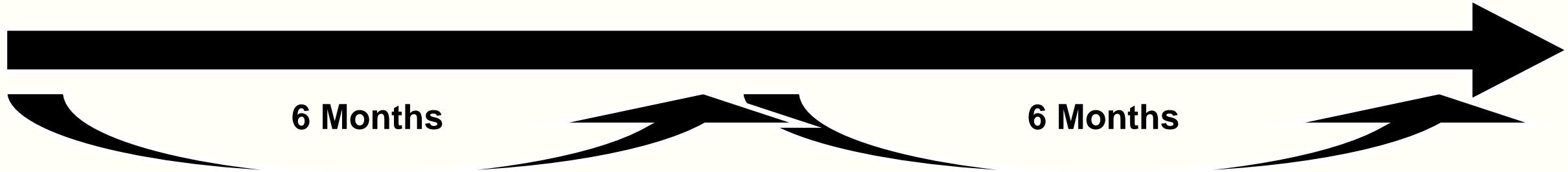
3 Upon receipt of the payment of the purchase price, Grantor issued a Sheriff's Certificate of Sale to Bonneville Billing & Collections pursuant to Rule 69(i)(7), Utah Rules of Civil Procedure

4 More than six (6) months have lapsed since the date of said sale, no redemption has been made, and Grantee is either the party designated in the Sheriff's Certificate of Sale or is the last redemptioner or assignee of and is the current owner and holder of record of the Sheriff's Certificate of Sale as follows (check and complete on the following)

When recorded, please return to,



Judicial Foreclosure Timeline – 1 year (ish)

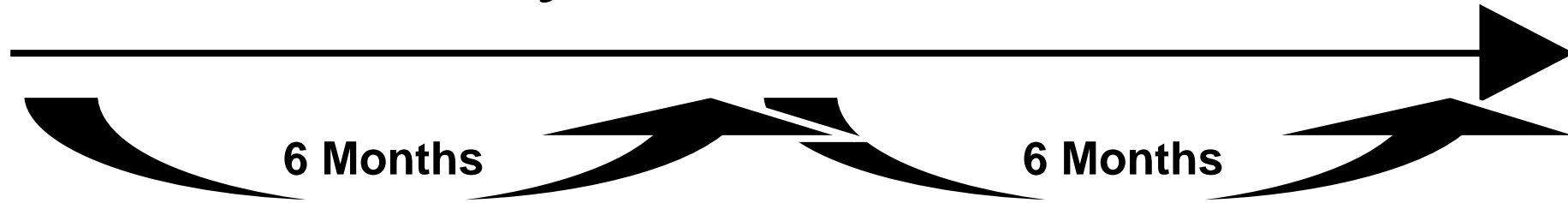


- Court Case
 - Pleadings
 - Court Appearances
 - Evidence
 - Court Calendar
 - Sheriff Sale
- Redemption Period
 - May be Redeemed by:
 - Property Owner
 - Junior Lien Holder/others with recorded subordinate liens

Title is not marketable until termination of redemption period

Judicial Foreclosure Timeline

1 year Minimum



Title is not marketable until termination of redemption period

Court Case

- Pleadings
- Court Appearances
- Evidence
- Court Calendar
- Sherriff Sale

Redemption Period – Property may be redeemed by:

- Property Owner
- Junior Lien Holder
- Others with recorded subordinate liens

Enforcement of a lien (57-8a-302 & 57-8-45)

(1)

(a) Except as provided in Section 57-8a-105, to enforce a lien established under Section 57-8a-301, an

association may:

(i) **cause a lot to be sold through nonjudicial foreclosure** as though the lien were a deed of trust, in the manner provided by:

(A) Sections 57-1-24, 57-1-25, 57-1-26, and 57-1-27; and

(B) this part; or

(ii) foreclose the lien through a judicial foreclosure in the manner provided by:

(A) law for the foreclosure of a mortgage; and

(B) this part.

(b) For purposes of a nonjudicial or judicial foreclosure as provided in Subsection (1)(a):

(i) the **association is considered to be the beneficiary under a trust deed**; and

(ii) **the lot owner is considered to be the trustor** under a trust deed.

(1)

(a) Except as provided in Section 57-8-13.1, to enforce a lien established under Section 57-8-44,

an **association of unit owners** may:

(i) cause a **unit to be sold through nonjudicial foreclosure** as though the lien were a deed of trust, in the manner provided by:

(A) Sections 57-1-24, 57-1-25, 57-1-26, and 57-1-27; and

(B) this chapter; or

(ii) foreclose the lien through a judicial foreclosure in the manner provided by:

(A) law for the foreclosure of a mortgage; and

(B) this chapter.

(b) For purposes of a nonjudicial or judicial foreclosure as provided in Subsection (1)(a):

(i) the **association of unit owners is considered to be the beneficiary under a trust deed**; and

(ii) **the unit owner is considered to be the trustor** under a trust deed.

Enforcement of a lien (57-8a-302 & 57-8-45)

(2) A lot owner's acceptance of the owner's interest in a **lot** constitutes a simultaneous conveyance of the **lot** in trust, with power of sale, to the trustee designated as provided in this section for the purpose of securing payment of all amounts due under the declaration and this chapter.

(3)

(a) A power of sale and other powers of a trustee under this part and under Sections 57-1-19 through 57-1-34 may not be exercised unless the **association appoints a qualified trustee.**

(b) An association's execution of a substitution of trustee form authorized in Section 57-1-22 is sufficient for appointment of a trustee under Subsection (3)(a).

(c) A person may not be a trustee under this part unless the person qualifies as a trustee under Subsection 57-1-21(1)(a)(i) or (iv).

(d) A trustee under this part is subject to all duties imposed on a trustee under Sections 57-1-19 through 57-1-34.

(4) This part does not prohibit an **association** from bringing an action against a **lot owner** to recover an amount for which a lien is created under Section 57-8a-301 or from taking a deed in lieu of foreclosure, if the action is brought or deed taken before the sale or foreclosure of the **lot** owner's lot under this part.

(2) A unit owner's acceptance of the owner's interest in a **unit** constitutes a simultaneous conveyance of the **unit** in trust, with power of sale, to the trustee designated as provided in this section for the purpose of securing payment of all amounts due under the declaration and this chapter.

(3)

(a) A power of sale and other powers of a trustee under this part and under Sections 57-1-19 through 57-1-34 may not be exercised unless the **association of unit owners appoints a qualified trustee.**

(b) An association of unit owners' execution of a substitution of trustee form authorized in Section 57-1-22 is sufficient for appointment of a trustee under Subsection (3)(a).

(c) A person may not be a trustee under this part unless the person qualifies as a trustee under Subsection 57-1-21(1)(a)(i) or (iv).

(d) A trustee under this part is subject to all duties imposed on a trustee under Sections 57-1-19 through 57-1-34.

(4) This chapter does not prohibit an **association of unit owners** from bringing an action against a **unit owner** to recover an amount for which a lien is created under Section 57-8-44 or from taking a deed in lieu of foreclosure, if the action is brought or deed taken before the sale or foreclosure of the **unit** owner's unit under this chapter.

Trustee Qualifications 57-1-21

-
- Active member of the Utah State Bar who maintains a place within the state where the Trustor or other interested parties may meet with the Trustee...
 - A depository institution or insurance or trust company authorized to do business and actually doing business in Utah...
 - Any Title Insurance Company or agency
 - Any agency of the US government
 - Any association or corporation licensed, chartered or regulated by the Farm Credit Association or its successors.

Notice of Default – HOA?

When Recorded Mail To:
Jenkins Bagley Sperry, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle St., Suite 301
St. George, UT 84770

ENT11646:2022 PG 1 of 2
Andrea Allen
Utah County Recorder
2022 Jan 27 12:36 PM FEE 40.00 BY SW
RECORDED FOR Jenkins Bagley Sperry, PLLC
ELECTRONICALLY RECORDED

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DECLARATION (Delinquent Assessments)

NOTICE IS HEREBY GIVEN by Bruce C. Jenkins, a member of the Utah State Bar and the Trustee appointed by Silverlake Master Home Owners Association, Inc ("Association"), that a default has occurred under that certain Silverlake Community Amended and Restated Declaration ("Declaration"), in the official records of the Utah County Recorder, State of Utah, recorded on March 20, 2013, as Entry Number 26772:2013, and any amendments thereto, concerning real property reputed to be owned by Ivonne Pena ("Owner"), covering real property ("Property") located at 7555 North Cottage Lane, Eagle Mountain, Utah 84005, and more particularly described as follows:

Lot 1563, PLAT "15", SILVERLAKE, a Residential Subdivision, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Together with the appurtenant undivided ownership interest in and to the common areas and facilities as defined and described in said Plat and Declaration.

PARCEL NUMBER: 66-564-0063

Said Declaration obligates the reputed Owner for assessments and such Owner is delinquent in the payment of such assessments. A Notice of Delinquent Assessment and Lien Claim and Request for Notice ("Lien") was recorded on June 30, 2021, as Entry Number 116495:2021. A breach of, and default in, the obligations for which the Property is security has occurred in that payment and monthly assessments have not been made when due and there is a delinquency, together with any accruing assessments, late fees, attorney fees, interest, costs, expenses which have accrued and are hereafter accruing and incurred in enforcing the terms of the Declaration and Lien.

By reason of said default, the Association has designated Bruce C. Jenkins as Trustee by an Appointment of Trustee duly recorded in accordance with the applicable provisions of the laws of the State of Utah and has delivered to said Trustee the Declaration and all documents evidencing obligations secured thereby and has elected, and does hereby elect: (1) to declare all sums thereby immediately due and payable including any costs, assessments, expenses and fees incurred in enforcing the terms of the Declaration; and (2) to cause the Property to be sold by said Trustee to satisfy the obligations secured by the Declaration and as permitted by Utah Code § 57-8a-301, et. Seq., plus all other amounts as shall hereafter become due.

Notice of Default – HOA?

When Recorded Mail To:
Jenkins Bagley Sperry, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle St., Suite 301
St. George, UT 84770

ENT11646:2022 PG 1 of 2
Andrea Allen
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Notice of Default – HOA?

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Jenkins Bagley Sperry, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle St., Suite 301
St. George, UT 84770

ENT11646:2022 PG 1 of 2
Andrea Allen
Utah County Recorder
2022 Jan 27 12:36 PM FEE 40.00 BY SW
RECORDED FOR Jenkins Bagley Sperry, PLLC
ELECTRONICALLY RECORDED

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DECLARATION (Delinquent Assessments)

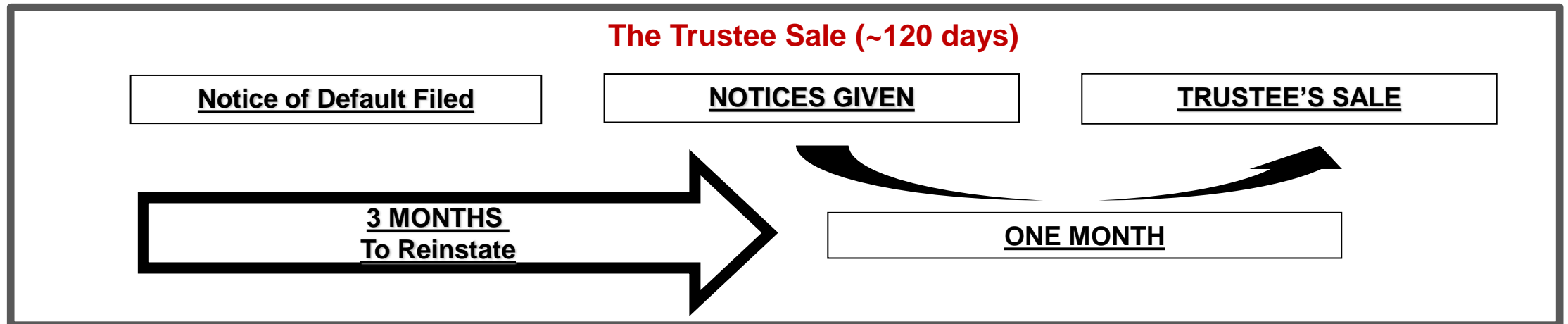
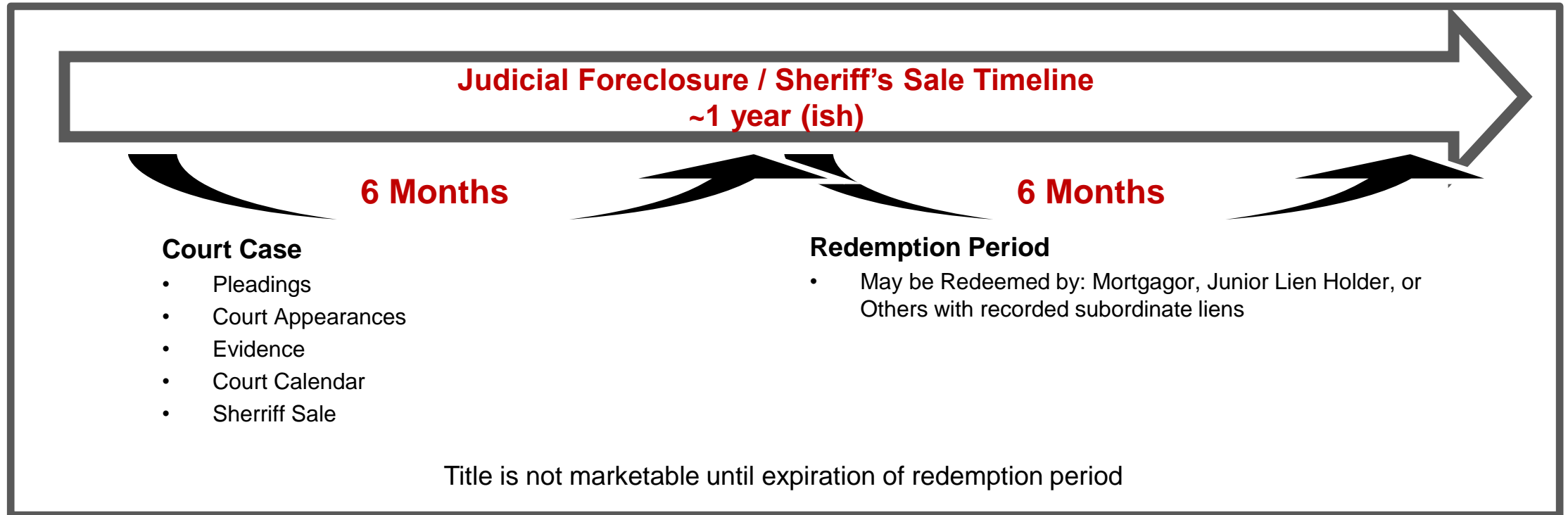
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By reason of said default, the Association has designated Bruce C. Jenkins as Trustee by an Appointment of Trustee duly recorded in accordance with the applicable provisions of the laws of the State of Utah and has delivered to said Trustee the Declaration and all documents evidencing obligations secured thereby and has elected, and does hereby elect: (1) to declare all sums thereby immediately due and payable including any costs, assessments, expenses and fees incurred in enforcing the terms of the Declaration; and (2) to cause the Property to be sold by said Trustee to satisfy the obligations secured by the Declaration and as permitted by Utah Code § 57-8a-301, et. Seq., plus all other amounts as shall hereafter become due.

Spotting HOA Notice of Defaults

- What type of lien is mentioned
 - HOA Lien
 - Trust Deed
 - Who is the trustee?
 - Is it someone you've heard before?

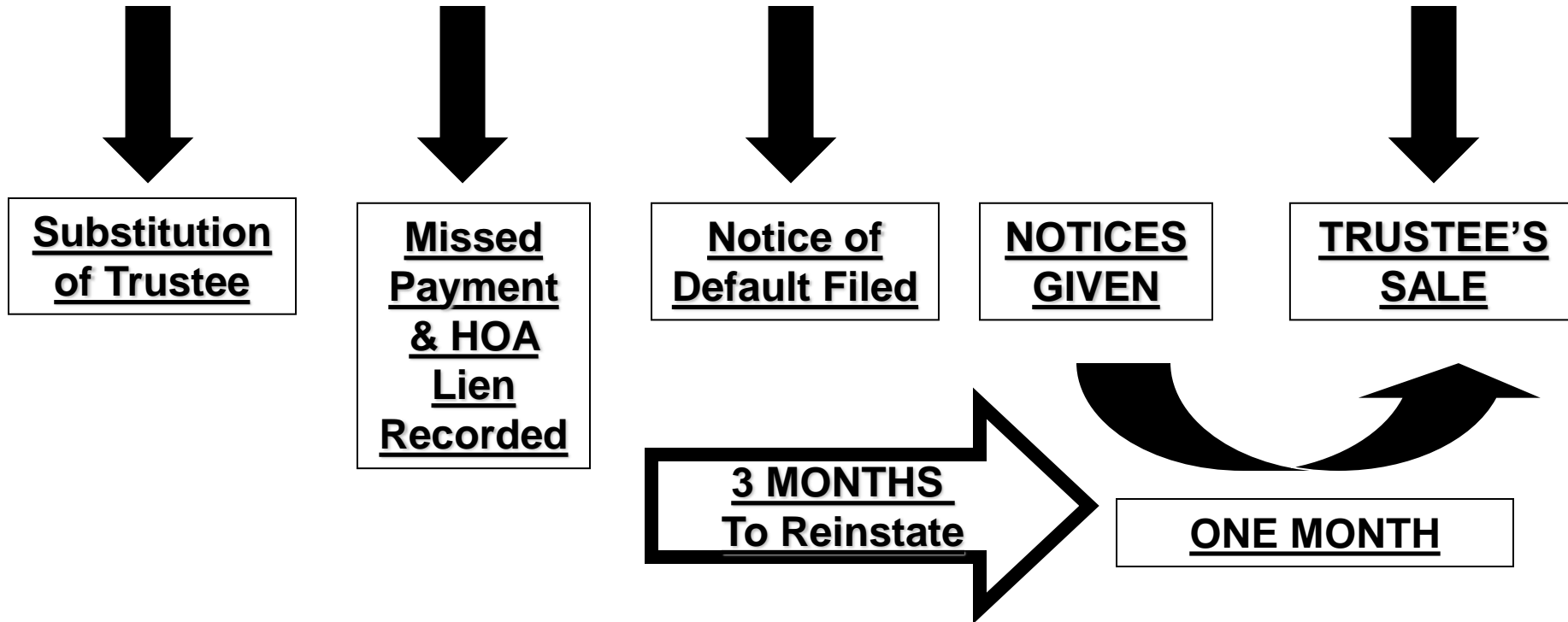
Foreclosure Timeline Comparison - Judicial/Trustee Sale



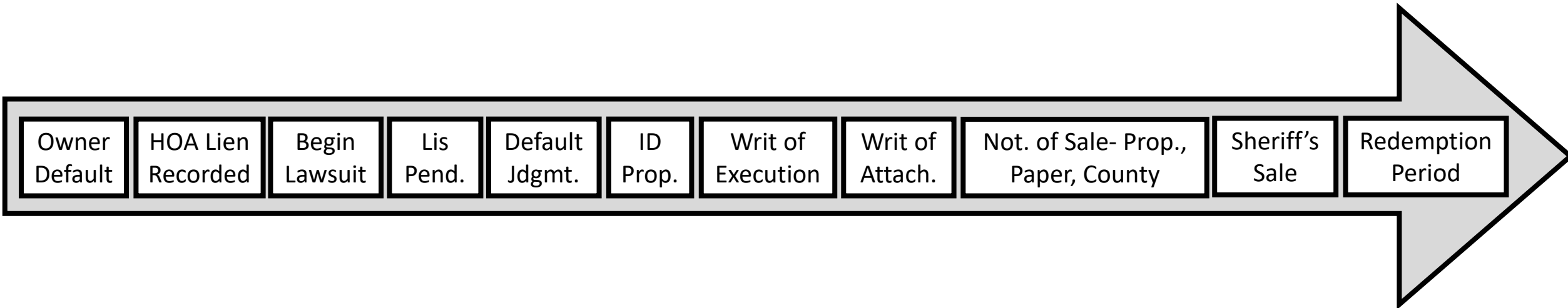
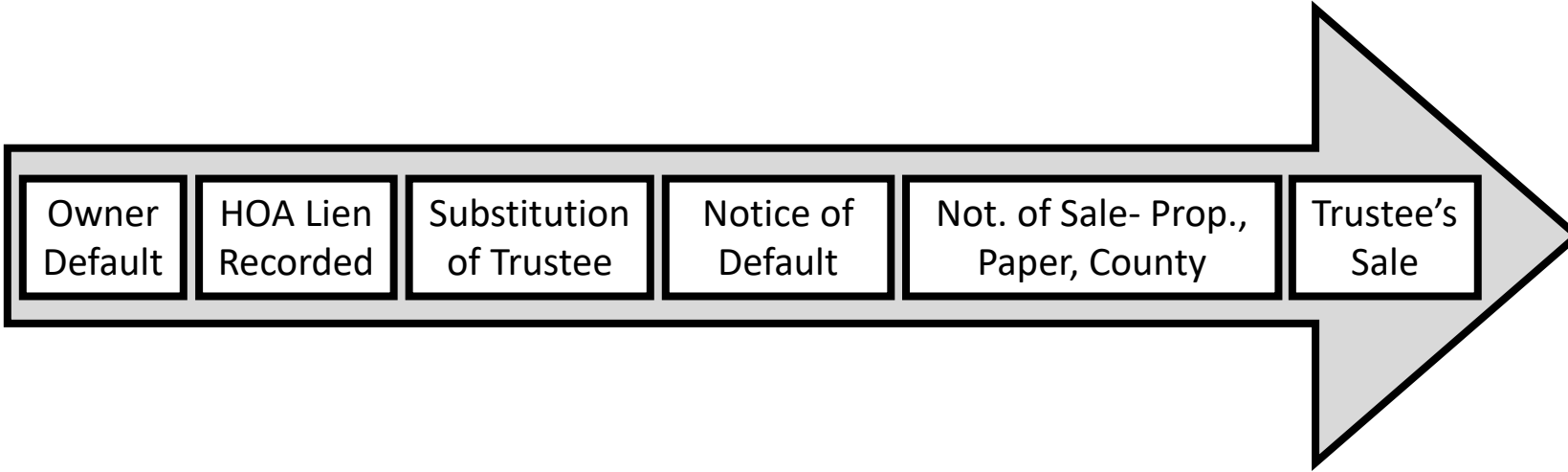
NOD / Trustee Sale Timeline –HOA Liens

PAST

FUTURE



Judicial Foreclosure Timeline- Simplified Court Process



Race Restriction Remedies

- Restrictive limitations which may be placed on property.
- Separate Document may be recorded
- May appear on the face of a deed transferring title

CCR'S

C. H. Buck
960 - Ruby

129039 110

STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR
Elizabeth Buck
Apr 15 10 37 AM '47
INDEXED 263 Books
PAGE 133
RECORDED BY: J. D. BULL
COUNTY RECORDER
William Peterson

PLATTED ☐ ABSTRACTED ☒
RECORDED ☐ INDEXED ☐
COMPARSED ☐ PAID ☐

Mail tax notice to Name Address

WARRANTY DEED

Kenneth L. Clausen and Arlene Clausen, husband and wife, Grantor &
of Ogden City, County of Weber, State of Utah, hereby CONVEY and
WARRANT to Charles M. Buck and Elizabeth A. Buck, husband and wife, as
joint tenants and not as tenants in common, with full rights of survivorship
vested in the survivor

Grantor &
of Ogden City, County of Weber, State of Utah, for the sum of
One and 00/100 (\$1.00) and other valuable considerations DOLLARS,
the following described tract of land in Weber County, State of Utah:

A part of the Northwest quarter of Section 21, in Township 6 North, Range
1 West, Salt Lake Meridian, U. S. Survey: Beginning at a point South 0° 41' 07"
West 374.75 feet and West 132 feet from the Northeast corner of said quarter
section, running thence North 1/8 feet 2 inches to the South line of 10th
Street; thence West 24 feet along the South line of 10th Street; thence
South 1/8 feet 2 inches, to a point West of the place of beginning; thence
East 24 feet to the place of beginning.

Subject to all existing rights of way for ditches or canals, and also subject
to the building and maintenance of all other ditches necessary to properly irrigate
property adjoining the above.

It is a covenant hereto and shall be binding upon the heirs, assigns, and
successors in interest of the grantee herein as follows:

1. No dwelling or other building to be erected on said property closer
than 24 feet from street line.
2. No dwelling to be erected upon said property costing less than \$2500.00
and containing less than 650 square feet. And no Basement houses to be allowed.
3. No person of any race other than the white race shall use or occupy
any building or any lot. (Exception made to house servants).

Subject to all existing rights of way for ditches or canals, and also subject
to the building and maintenance of all other ditches necessary to properly irrigate
property adjoining the above.

It is a covenant hereto and shall be binding upon the heirs, assigns, and
successors in interest of the grantee herein as follows:

1. No dwelling or other building to be erected on said property closer
than 24 feet from street line.

2. No dwelling to be erected upon said property costing less than \$2500.00
and containing less than 650 square feet. And no Basement houses to be allowed.

Restrictions based on race are illegal!

D. 19 46

personally

made,

to me that

Public

2-1947

7. No person of any race, other than the caucasian race, shall use or occupy any building or any lot except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

G. No person of any race other than the Caucasian shall use or occupy any building on any lot except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

I. No lots shall be sold, and no structures shall be erected and sold to any but members of the Caucasian race. Also no person except member of the Caucasian race shall own property in this subdivision.

I. No person or persons of any race other than the Caucasian race shall use or occupy any building or lot in this subdivision, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

11. No person of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

I. No person of any race other than the Caucasian race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race, domiciled with an owner or tenant.

No persons of any race other than the Caucasian race shall use or occupy any building or lot, except that servants of another race may be domiciled with an owner or tenant.

I. No person of any race other than the Caucausian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

County	Date of Recording
Weber	9/27/1940
Weber	5/7/1941
Davis	6/9/1941
Weber	6/1/1949
Utah	2/24/1944
Utah	4/28/1947
Davis	9/18/1940
Utah	6/1/1949

E# 1375999 BK1782 PG259
DOUG CROFTS, WEBER COUNTY RECORDER
30-NOV-95 1027 AM FEE \$45.00 DEP MH
REC FOR: FRANK.WELLS

**AMENDMENT TO RESTRICTIVE AND PROTECTIVE
COVENANTS DATED SEPTEMBER 27, 1940 OF
THE BURTON PARK ADDITION**

The Restrictive and Protective Covenants dated September 27, 1940, recorded September 27, 1940, in Book Z of Leases at Page 123 as Entry Number 169 is hereby amended as set forth hereinafter:

WHEREAS, the Restrictive and Protective Covenants require updating; and

WHEREAS, the properly constituted committee of the Burton Park Addition by requisite notice have submitted the amendment herein to the homeowners and persons with title interest in and to the Burton Park Addition;

NOW, THEREFORE, the restrictive and protective covenants are hereby amended as follows: Paragraph 7 is deleted in its original form and replaced by the following language:

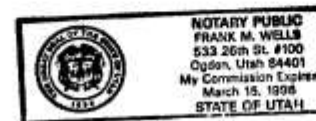
7. The purchase, occupancy, or sale of any of the properties of the Burton Park Addition shall be open to persons of any race, religion, or ethnic origin.

12. These covenants are to run with the land and shall be binding on all the parties and all persons claiming unto them until January 1, 2006, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of the majority of the then owners of the lots and residences, it is agreed to change the said covenants in whole or in part.

Dated this 28 day of November, 1995.


HENRY G. NOWAK

On the 28 day of November, 1995, personally appeared before me Henry G. Nowak, known to me to be a duly authorized representative of the Burton Park Addition Homeowners Committee authorized to execute the amendment hereto for purposes of recordation signed same in my presence.




NOTARY PUBLIC



Enrolled

H.B. 374

Printer Friendly

1

RESTRICTIVE COVENANTS AMENDMENTS

2

2021 GENERAL SESSION

3

STATE OF UTAH

4

Chief Sponsor: Mike Winder

5

Senate Sponsor: Jani Iwamoto

6

LONG TITLE

General Description:

This bill enacts provisions regarding certain restrictive covenants relating to real property.

Highlighted Provisions:

This bill:

- defines terms;
- prohibits the enforcement of a restrictive covenant in a previously recorded written instrument relating to real property;
- allows a property owner to record a modification document declaring a restrictive covenant void;
- allows a condominium or community association to amend the association's governing documents to remove a discriminatory restrictive covenant; and
- prevents a county recorder from charging a fee for recording a modification document.

Money Appropriated in this Bill:

Bill Sponsor:



Rep. Winder, Mike

Floor Sponsor:



Sen. Iwamoto, Jani

Substitute Sponsor: Rep. Winder, Mike

Drafting Attorney: Patrick Grecu

Fiscal Analyst: Thomas E. Young

Bill Tracking

[Tracking Page](#)

Bill Text

[Introduced](#)

[Enrolled](#) (Currently Displayed)

Other Versions

H.B. 374

H.B. 374 1st Substitute

57-21-6.1. Discriminatory housing practices regarding real estate -- Existing real property contract provisions.

- (1) As used in this section:
 - (a) "Association" means the same as that term is defined in Section 57-8-3 or 57-8a-102.
 - (b) "Board" means:
 - (i) a management committee as defined in Section 57-8-3; or
 - (ii) the same as that term is defined in Section 57-8a-102.
 - (c) "Governing documents" means the same as that term is defined in Section 57-8-3 or 57-8a-102.
- (2) Any provision in a previously recorded written instrument relating to real property that expresses any preference, limitation, or discrimination based on race, color, religion, sex, national origin, familial status, source of income, disability, sexual orientation, or gender identity is void.
- (3) It is a discriminatory housing practice to enforce a provision described in Subsection (2).
- (4) Except as provided in Subsection (5), a person with a fee simple interest in the real property that is subject to the recorded written instrument described in Subsection (2) may record with the county recorder a modification document on the real property in the following form:

"Any provision in a previously recorded written instrument that expresses any preference, limitation, or discrimination based on race, color, religion, sex, national origin, familial status, source of income, disability, sexual orientation, or gender identity is void under Utah Code Section 57-21-6.1."
- (5)
 - (a) If a written instrument described in Subsection (2) is a governing document, an association may, in accordance with this section, amend the association's governing documents to remove a provision described in Subsection (2).
 - (b)
 - (i) If an owner believes an association's governing documents include a provision described in Subsection (2), the owner may submit a written request to remove the provision.
 - (ii) Within 90 days after the day on which the board receives a written request, the board:
 - (A) shall investigate a claim that the association's governing documents include a provision described in Subsection (2); and
 - (B) if the board determines the association's governing documents include a provision described in Subsection (2), may remove the provision from the governing documents by amending the association's governing documents through a majority vote of the board, regardless of any contrary provision in the association's governing documents.
 - (c) Any association officer may execute the amendment to remove the provision described in Subsection (2) from the governing documents.
 - (d) Notwithstanding any contrary provision in the association's governing documents, an amendment under this subsection does not require approval of the association's members.
- (6) A provision in a recorded written instrument that is void under this section does not affect the validity of the remainder of the previously recorded written instrument.
- (7) An owner who records or causes to be recorded a modification document under Subsection (4) that contains modifications not authorized by this section is solely liable for the recordation.
- (8) A county recorder may not charge a fee for recording a modification document under this section.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ prohibits the enforcement of a restrictive covenant in a previously recorded written instrument relating to real property;
- ▶ allows a property owner to record a modification document declaring a restrictive covenant void;
- ▶ allows a condominium or community association to amend the association's governing documents to remove a discriminatory restrictive covenant; and
- ▶ prevents a county recorder from charging a fee for recording a modification document.

Do CCR's Expire?

10 Years?

Recorded 11/2/1953

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1974, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

20 Years?

Recorded 7/17/1992

6. TERMS: The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the period of Twenty Years (20) from the date these Covenants are recorded.

30 Years?

Recorded 5/3/1952

(m) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1992.

Homeowner's rights in an HOA or COA

Summary from <https://secure.utah.gov/hoa/overview/rights.html>

- All association rules must be reasonable. Utah Code §§ 57-8a-218(14), 57-8-8.1(6).
- An owner has the right, subject to some exceptions, to have the association's rules applied in a similar way to all owners in the association. Utah Code § 57-8a-218(1).
- No rule can interfere with the freedom of an owner to determine the composition of the owner's household, subject to occupancy limits. Utah Code §§ 57-8a-218(5), 57-8-8.1(3).
- An owner has the right to obtain a statement of payoff fees within five business days of a request. The association may charge for this, but not more than \$50. Utah Code §§ 57-8a-106, 57-8-6.3.
- A unit owner has the right to inspect documents kept by the HOA/COA, subject to costs and some limitations. Utah Code §§ 57-8a-227, 57-8-17.
- The HOA/COA may not charge more than the actual cost of reviewing and approving submitted plans for construction or improvement of a lot or unit. Utah Code §§ 57-8a-109, 57-8a-6.7.
- The HOA/COA cannot require more than a supermajority (67%) vote of the unit owners to amend the governing documents. Also, the association cannot require that any specific member give approval before an amendment to those documents. Utah Code §§ 57-8a-104, 57-8a-104, 57-8-39.
- If you own a condominium in a shared structure, you have a right to sell your individual unit as if it were its own independent property. Utah Code § 57-8-4.
- While HOA/COAs may set restrictions on the number of units that may be rented, it must allow a unit to be rented if the owner is: 1. Currently deployed by the military; 2. Renting the unit to a parent, child, or sibling; 3. Relocated by the owner's employer for less than two years; 4. A business owned by the unit's resident; or 5. A revocable trust created for the unit's resident or the resident's parent, child, or sibling. Utah Code §§ 57-8a-209(2), 57-8-10.1(2).
- Upon written request, owners have a right to obtain a written statement showing any unpaid assessment on the owner's property. Utah Code §§ 57-8a-206, 57-8-54.

Homeowner's rights in an HOA or COA

Summary from <https://secure.utah.gov/hoa/overview/rights.html>

- A reserve fund may be maintained by the HOA or COA to cover costs of repairing, replacing, or restoring common areas (but usually cannot be spent on typical maintenance). Reviews of the need for and the appropriate amount that should be in a reserve fund should be conducted every six years. Homeowners have a right to receive a summary or copy of the most recent reserve analysis. Utah Code §§ 57-8a-211, 57-8-7.5.
- The annual budget should include the amount the board or committee determines to set aside each year for the reserve fund. Within 45 days of the adoption of the budget, the owners may hold a special meeting to consider a veto of the amount being put into reserve. Utah Code §§ 57-8a-211(7)(a), 57-8-7.5(7)(a).
- An owner has the right to enforce their rights pertaining to the reserve fund in court. But before beginning an action, the owner must submit a notice to the association with information about the alleged failure to comply. Utah Code §§ 57-8a-211(8), 57-8-8.5(8).
- Owners in a COA may not be charged a fee greater than \$500 a month in aggregate fines for violations of the same rule or provision of the governing documents. Utah Code § 57-8-37.
- Owners in an HOA have the right to display religious and holiday signs, symbols, and decorations, subject to association rules about time, place, and manner. Utah Code § 57-8a-218(3). They also may display political signs, subject to time, place, manner, and design criteria of the HOA. Utah Code § 57-8a-218(4).
- An HOA may not set a rule forbidding an activity within the confines of a dwelling or lot if it is otherwise legal within the confines of a dwelling under local laws and ordinances. Utah Code § 57-8a-218(6).
- For other HOA specific rights, see Utah Code § 57-8-218.
- For time-share owners, under Utah Code § 57-8a-102, a time-share condominium unit shall be entitled to the exclusive ownership and possession of the physical unit that the time period relates and shall be entitled to the use and enjoyment of the common areas and facilities during the time period unit allowed as said in the declaration.

Payment of a common expense or assessment. 57-8a-201

Community Association Act

- (1) An owner shall pay the owner's proportionate share of:
 - (a) the common expenses; and
 - (b) any other assessments levied by the association.
- (2) A payment described in Subsection (1) shall be in the amount and at the time determined by the board of directors in accordance with the terms of the:
 - (a) declaration; or
 - (b) bylaws.
- (3) An assessment levied against a lot is:
 - (a) a debt of the owner at the time the assessment is made; and
 - (b) collectible as a debt described in Subsection (3)(a).

Display of the flag 57-8a-219

Community Association Act

- (1) An association may not prohibit a lot owner from displaying a United States flag inside a dwelling or limited common area or on a lot, if the display complies with United States Code, Title 4, Chapter 1, The Flag.
- (2) An association may restrict the display of a flag on the common areas.

Information required before sale to independent third party 57-8a-105.1 & 57-8-6.1

- (1) **Before the sale of any lot** under the jurisdiction of an association to an independent third party, **the grantor shall provide** to the independent third party:
- (a) **a copy of the association's recorded governing documents**; and
 - (b) **a link or other access point to the department's educational materials** described in Subsection 57-8a-105(6).
- (2) The grantor shall provide the information described in Subsection (1) before closing.
- (3) The association shall, upon request by the grantor, provide to the grantor the information described in Subsection (1).
- (4) This section applies to each association, regardless of when the association is formed.

Fee for providing payoff information needed at closing

57-8a-106 & 57-8-6.3

- (1) Unless specifically authorized in the declaration of covenants, conditions, and restrictions, the bylaws, or the rules, an association may not charge a fee for providing association payoff information needed in connection with the financing, refinancing, or closing of a lot owner's sale of the owner's lot.
- (2) An association may not:
 - (a) require a fee described in Subsection (1) that is authorized in the declaration of covenants, conditions, and restrictions, the bylaws, or the rules to be paid before closing; or
 - (b) charge the fee if it exceeds \$50.

Fee for providing payoff information needed at closing

57-8a-106 & 57-8-6.3

(3)

(a) An association that fails to provide information described in Subsection (1) within five business days after the closing agent requests the information may not enforce a lien against that unit for money due to the association at closing.

(b) A request under Subsection (3)(a) is not effective unless the request:

(i) is conveyed in writing to the primary contact person designated under Subsection 57-8a-105(3)(d);

(ii) contains:

(A) the name, telephone number, and address of the person making the request; and

(B) the facsimile number or email address for delivery of the payoff information; and

(iii) is accompanied by a written consent for the release of the payoff information:

(A) identifying the person requesting the information as a person to whom the payoff information may be released; and

(B) signed and dated by an owner of the lot for which the payoff information is requested.

(4) This section applies to each association, regardless of when the association is formed.

CCR Examples

1946

Atom Bomb Bursts Over Bikini

Nation Differs On Outlook As OPA Ends

Check Shows Opinion
Splits on Fear
Of Runaway Prices

By ASSOCIATED PRESS

The prices a man pays for bread and butter, a roof over his head, the shirt on his back—harnessed four years by federal controls—were cut loose Monday to set their own pace.

A canvass of the nation, as OPA expired at midnight, brought these early trends in the dramatic situation which some predicted would end in runaway inflation; others in a return of the old days "with plenty of everything at a fair price."

Meat industry spokesmen predicted a 10% increase in meat prices, or 5c a pound.

A jump of 2c a quart in milk was forecast in dairy quarters. Real estate authorities indicated a 15% boost in rentals, effective Aug. 1. The first in restoring day, customary time for 30-day notices to be served.

No Change Promised

However, one of the nation's largest food chains—A & P—announced that "prices in all our stores will show no increase Monday."

Spokesmen for restaurants in New York City and Chicago saw only minor increases on some items and this accompanied with a wider selection of foods previously withheld due to prohibitively low price ceilings.

Many sources optimistically predicted an immediate change in the price situation, pending further congressional reaction to Pres. Truman's veto of the OPA extension bill.

And others predicted that prices, after a brief flareup, would subside but to levels considerably higher than existing OPA ceilings.

Typical reaction from insiders in the industry affected by the death of OPA was the statement of Harry H. Coffey, president of the Union Stock Yards Co., Omaha, Neb.

Predicts Boost

"Consumers will pay more than OPA ceiling prices for meat," he said, "something 80% of them have been doing anyway."

Coffey, predicting, however, that prices will not reach a runaway level.

Meat prices probably will go up 5c a pound, said F. E. Erwin.



DISTINGUISHED CAREER ENDS

Edward Owen Howard, above, was prominent in civic and business affairs before death, being particularly close to the railroad, sugar and manufacturing industries in addition to his banking interests.

Bitter Recriminations Flung Over Killing of OPA Control

WASHINGTON, Monday, July 1 (UP)—All vestiges of federal control over prices and rents expired Monday amid a cloud of recriminations over who killed the OPA.

Pres. Truman blamed the congress, and especially Sen. Taft.

Ohio Republicans, for the fact Taft and Carroll Reece, chairman of the Republican national committee, blamed the president.

Paul Porter, OPA administrator, expressed belief that it won't be long before congress renounces price control.

But Sen. W. Lee (Poppy) O'Daniel, the Texas Democrat, promised to filibuster "till the end of time if necessary" to block Senate consideration of any extension legislation.

Price Hike Off

Meanwhile lifts of price administration authority of OPA expired.

E. O. Howard, Prominent Banker, Dies

Death Claims Civic
Leader at 79
Following Operation

Edward Owen Howard, 79, chairman of the board of directors, Walker Bank and Trust Co., and a leader in business and industrial development of Utah and the west, died Sunday at 2:55 p. m. in a Salt Lake hospital.

He entered the hospital June 17 and underwent a major operation. His condition deteriorated steadily, however. His only daughter, Mrs. Herbert H. (Margery) Calvin, came here from her home at San Marino, Cal., and was with him when death came.

Born Nov. 1, 1866, at Hannaford, N. Y., a son of Oscar and Corolla Atwood Howard. Mr. Howard came to Utah in 1895 and since had been associated with Walker Bank and Trust Co., taking a leading part in civic, political and business life of this area.

Of Sound Judgment

During previous years he had served as cashier, director (Jan. 26, 1901), vice president, president (1929), and chairman of the board (Dec. 14, 1944). Mr. Howard was recognized for his sound judgment and his understanding of basic industries here. He had been particularly close to the railroad, sugar, and manufacturing industries and was consulted frequently by leaders in these fields.

Mr. Howard also was active in many other enterprises, having served as president, Utah Light and Traction Co.; secretary, M. H. Walker Realty Co.; treasurer, Stravell-Paterson Hardware Co.; director, Utah-Idaho Sugar Co., Utah Home Film Insurance Co., American Packing and Provision Co., Northwest Realty Co., Salt Lake City Union Depot and Railway Co. and Utah Fuel Co.

He served two terms as president of the Salt Lake Branch and Trust Companies of Salt Lake City, as a director of the Salt Lake branch, Federal Reserve Bank of San Francisco; chairman, Salt Lake Credit Corp., operations, 1931 to 1933, and chairman Reconstruction Finance Corp. local advisory committee.

Active Civic Leader

In connection with his widespread backing activities, he took a prominent part for many years in affairs of the Utah Bankers' Assn. and the American Bankers' Assn. He also represented his industry in functions of the Central Western Shoppers' advisory board. Mr. Howard was president of the Utah Bankers' Assn.



HE WAS A-BOMBARDIER

Maj. Harold H. Wood, bombardier, N. J., stands on Kwajalein island at the nose of the B-29 in which he flew Sunday dropping atomic bomb in the Bikini test. Controlled bombblast is in nose of the plane.

Minute-by-Minute Account Of Test as Seen From Air

By FRANK H. BARTHOLOMEW
United Press Vice President Pacific Division
(Representing the Combined Press)

ABOARD B-29 PRESS PLANE OFF BIKINI ATOLL, July 1 (UP)—The atom bomb has exploded over Bikini lagoon. A twisting, silvery column of brown and white smoke is billowing directly into the sky to the left of this airplane.

In two minutes it has cleared into creamy white. We are flying at 5000 feet and

Fires 5 Ships; Blandy Says Test 'Success'

By ASSOCIATED PRESS

The world's fourth atomic bomb burst with terrific fury Monday (Sunday, U. S. time) over 73 guinea-pig vessels in Bikini lagoon and late reports showed two of the vessels had been sunk, one capsized, and 15 others damaged.

Three hours after the history's greatest experimental assault on a fleet of ships, the first two waves of the nontarget force had entered the lagoon to check radioactivity of the water, ships and islands. The bulk of the working fleet will come into the lagoon only when it is completely safe.

These are the ships which bore the brunt of the bomb's spectacular blast:

The transports Gilliam and Carlisle, sunk; the destroyer Lamson, capsized; the carrier Independence, battered, burning and listing; the mail heavy cruiser Prince Eugen, the Japanese battleship Nagato, the Japanese cruiser Sakuma, the Japanese submarine Bato, heavily damaged; the carrier Furuta, battleship Nevada, battleship New York, destroyer Wilkes, transports Briscoe, Niagara, Bladen, Banner, Butte and Cleveland, set afire, at least temporarily.

Adm. Blandy Terms Test 'a Success'

Some observers expressed disappointment over the blast but Vice Adm. W. H. P. Blandy, atom test commander, called it a success.

"There were no tidal waves, earthquakes or any other unnatural phenomenon," Blandy said in a broadcast from his flagship.

"The radioactive cloud is drifting as we had estimated and will not endanger ships, personnel, or adjacent islands."

Earlier, after seeing the bomb burst in a brilliant flash 10 times brighter than the sun, Blandy had declared: "The drop was a success."

Blandy reported that there were no known deaths or injuries to any men of the task force, "nor do we expect any."

The Flying Fortress drone planes, sent out by mother planes, flew through the deadly atomic cloud which rose swiftly to 50,000 feet, the admiral reported.

All returned safely carrying their data on what goes on inside the mushroom.

Blandy confirmed that the Nagasaki-type bomb, far more efficient and destructive than the first one loaded in battle over Hiroshima, had been used in this stern test of ships against the mighty wrath of the atom's unleashed energy.

"No one will be allowed in the lagoon until it is known it is positively safe," Blandy added. "Certain areas will be accessible before others. Many will be marked dangerous, not to be entered for several hours."

In addition to the five ships on fire, Blandy said the destroyers Lamson was ignited and "now lies on her side."

(Blandy did not mention the old Japanese battleship Nagato, near the target center, which had been reported afire in earlier broadcasts.)

Observations Uphold Predictions

"Nothing has been observed that was contrary to our original plans and estimates," Blandy continued. "In 12 hours we will have another report."

"It is safe to say at this time that this demonstration has been highly successful from the point of view of the operations and the test."

A pooled broadcast for American news services from Blandy's flagship said the run began at 8:49 a. m. Bikini time, and the bomb was dropped at the official time of 9 a. m. U. S. time, Sunday.

August 1946- North Canyon Heights

9

PROTECTIVE COVENANTS

* * * * *

KNOW ALL MEN BY THESE PRESENTS:

That these covenants are drafted this 1st day of Aug. 1946 by and between Harold Calder and Sydney Calder his wife, of Bountiful, Utah. And that these covenants apply to the property in Davis County, Utah, described as follows:

All of the North Canyon Heights Subdivision, ^{Plat "A"} a subdivision of a part of the Southwest Quarter of Section 31, Township 2 North, Range 1 East, Salt Lake Meridian.

All of the lots in said tract shall be known as residential lots. No structure shall be erected or permitted to remain on any said lot other than a single or duplex dwelling, and a private garage for not more than two cars, and pens, coops or stables for chickens.

No dwelling costing less than \$4,000. shall be permitted on any lot in the tract. No trailer, basement, tent or shack, garage or barn erected on the tract shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; excepting that during the present housing shortage it is permissible to occupy a basement or garage for a period not to exceed 18 months and only then in case the main structure is being diligently prosecuted to completion.

STATE OF UTAH
COUNTY OF DAVIS

Sydney Calder
On this 1st day of August, A.D. 1946, personally appeared before me Harold Calder and Sydney Calder, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Wendell B. Hammond

NOTARY PUBLIC
Residing at Bountiful, Utah

* * * * *

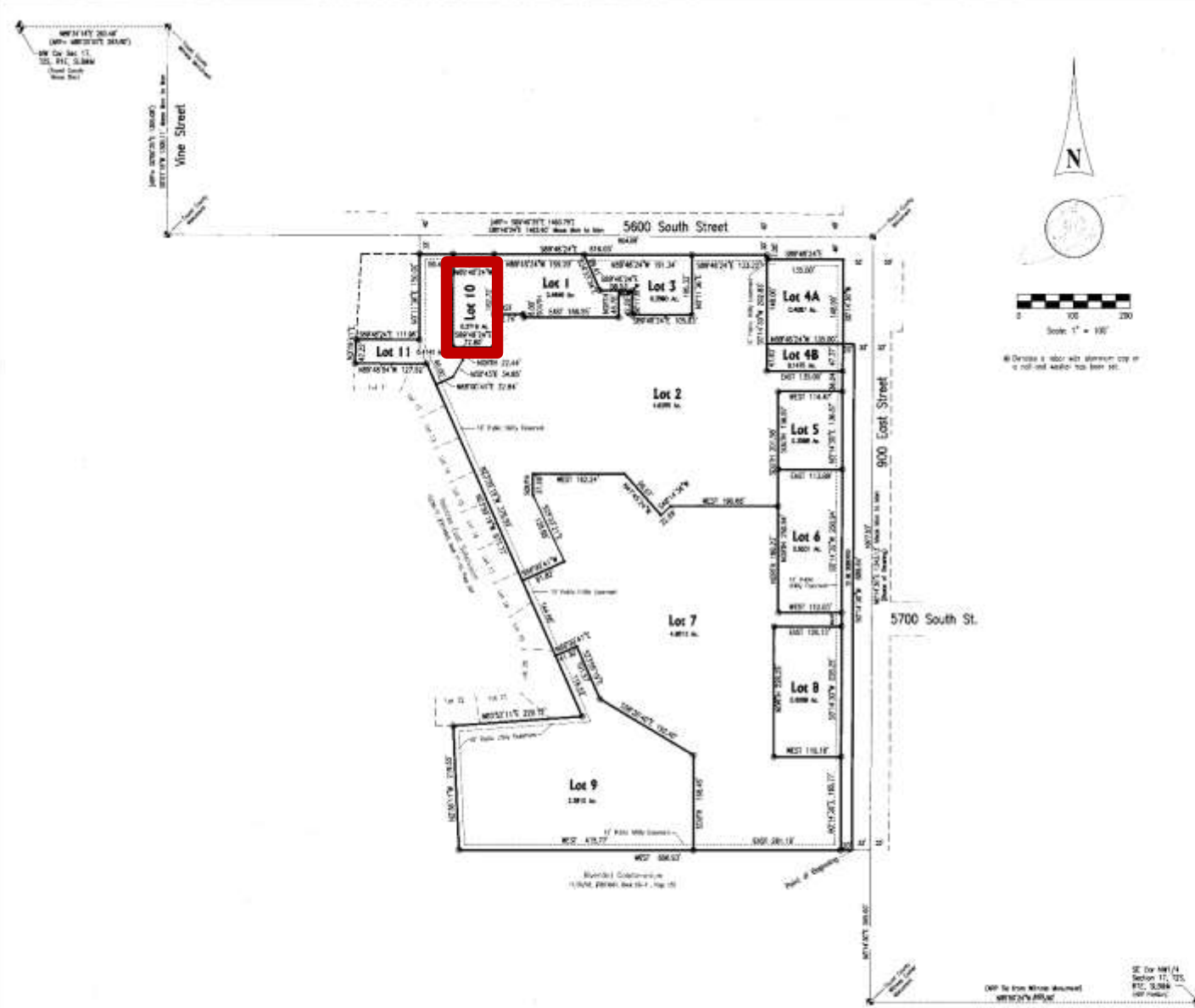
2 Coats

8. Any building constructed of wood must be stained or painted with at least two (2) coats of stain or paint.



Height Restriction Agreement

2. All buildings and other structures located on Parcel 4 shall be single story without a mezzanine and shall not exceed twenty-three (23) feet in height (including mechanical fixtures and equipment and screening for the same).



SURVEYOR'S CERTIFICATE

I, Lee E. Robinson, do hereby certify that I am a registered Professional Land Surveyor, and that I hold Certificate No. 138809, as provided by the laws of the State of Utah. I further certify that by authority of the Owner, I have made a survey of the tract of land shown on this plat and described below, and I have subdivided said tract of land into lots and parcels hereinafter to be known as "9th Street Marketplaces", and that same have been correctly surveyed and staked on the ground as shown herein.

BOUNDARY DESCRIPTION

Beginning on the old West line at 900 East Street and on the extension of the North line of the Riverside Condominium Project, according to the official plat thereof, at a point that is North 89°45'14" West 445.00 feet to a corner; thence County corner and North 0°14'13" East along the 900 East Street (containing lot 265.00 feet and West 19.00 feet) to the Southeast corner of the Northwest Quarter of Section 17, Township 3 North, Range 1 East, Salt Lake Base and Meridian; thence said Meridian corner measures the County corner measures at 900 East Street and 900 South Street being North 0°14'13" East (being of bearing) thence West along said extension and said North line of the Riverside Condominium Project 656.03 feet, thence North 2°38'11" West 215.55 feet to an angle point; in the boundary line of said extension and subdivision, according to the official plat thereof, thence West along said subdivision boundary line North 89°45'14" East 235.12 feet, North 21°09'10" West 407.77 feet and North 89°45'14" West 323.52 feet, thence North 1°19'41" East 42.23 feet to the Southeast corner of the Riverside, 14.4 property as exhibited by Acute of record; thence along the South and East lines of said Riverside property South 89°45'14" East 111.00 feet and North 0°14'13" East 150.00 feet to a point on the South line of 5600 South Street; thence along said South line of street South 89°45'14" East 416.85 feet, South 0°14'13" East 7.00 feet and South 89°45'14" East 115.00 feet to a point on the West line of 900 East Street; thence along said West line of street South 0°14'13" East 500.00 feet, South 89°45'14" East 38.00 feet and South 0°14'13" East 899.41 feet to the point of beginning. Contained 15,900.00 acres.

Dated: May 1, 2008

Lee E. Robinson, PLS
Utah Registration No. 138809



OWNER'S DECLARATION

Know all men by these presents that HIG-Murray, LLC, the sole owner of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as "9th Street Marketplaces".

do hereby dedicate the portion of the public, that 18 foot wide parcel of land shown on this plat as being within 900 East Street (and adjacent "10th St. (DEVELOPED)" and does hereby grant, for the benefit of the public, a ten (10) foot wide easement for exclusive use and under this certain portion of said land shown as 18 Public Utility Easement on this plat. For the installation, maintenance, repair and replacement of public utilities. All new utility systems and facilities shall be installed below the surface of the ground except for ground-mounted electrical transformers and such other facilities as are required to be above ground by the utility providing service. The undersigned owner and its successors and assigns retain the right to full use of the surface of the described easement and any escape where the ground-mounted property distributions is placed.

In witness whereof, Kevin L. Martenson has hereunto set his hand this 14th day of July, A.D. 2008.

HIG-Murray, LLC, a Utah limited liability company
By its Manager, Interim Development Group, L.L.C.,
a Utah limited liability company.

Kevin L. Martenson
Manager, Interim Development Group, L.L.C.

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake)

On the 14th day of July, A.D. 2008, personally appeared before me, the undersigned Notary Public, in and for said County and State, Kevin L. Martenson, who after being duly sworn, acknowledged to me that he is the Manager of Interim Development Group, L.L.C., a Utah limited liability company, that he signed the Owner's Declaration and voluntarily for and in behalf of said Company for the purposes therein mentioned.

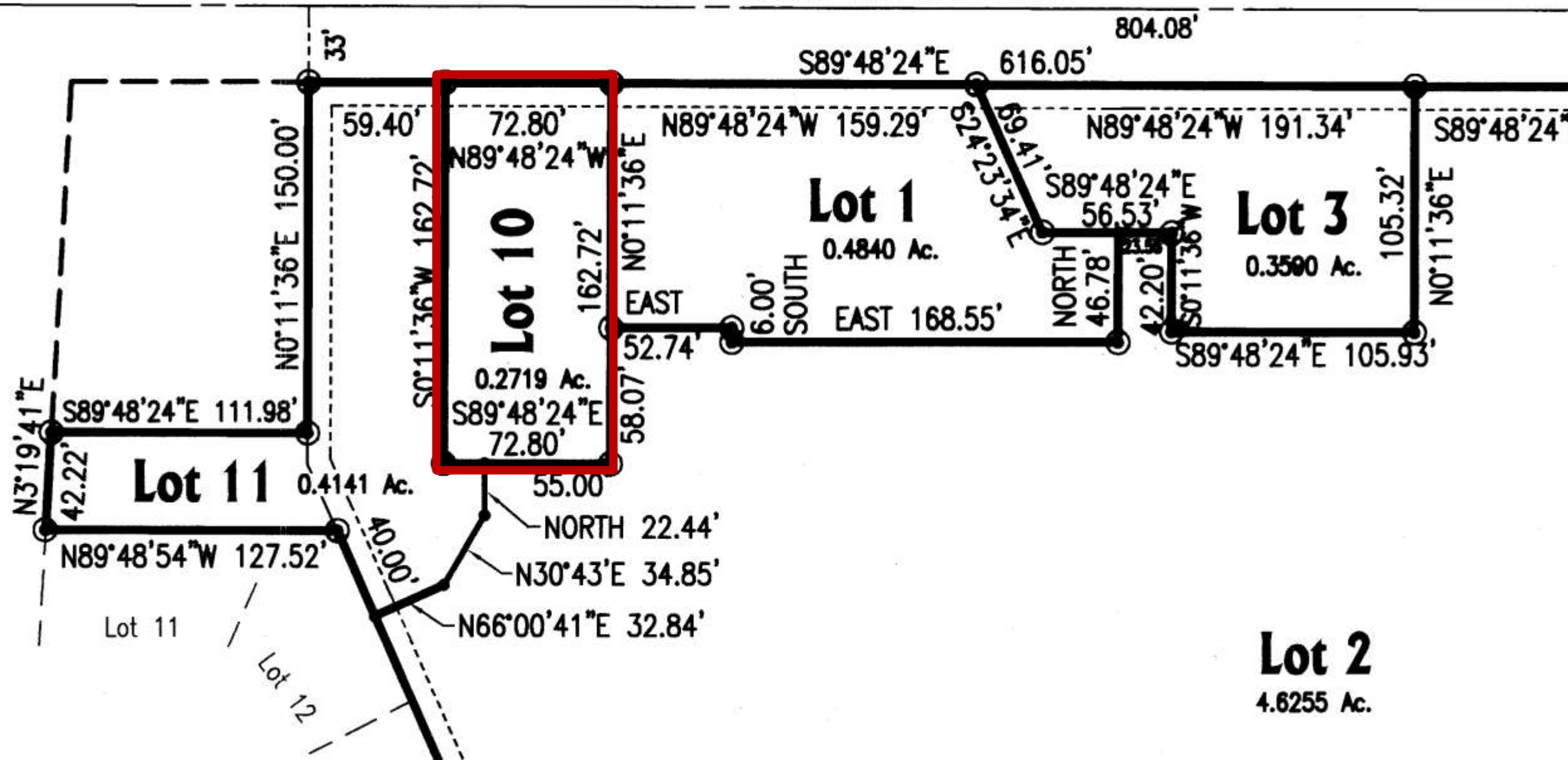
My Commission expires July 8, 2008
Mary Cunningham-Ricks
Notary Public, Salt Lake County

Revised: 9/11/2005

<p>Approved: <u>[Signature]</u> 7/14/08 Murray City Planning Commission</p>		<p>PLS Approved: <u>[Signature]</u> Murray City Planning Commission</p>		<p>Robinson, Biehn & Biehn, Inc. Professional Land Surveyors 610 East 9000, Suite 100 Salt Lake City, Utah 84124 (801) 241-0100 (801) 241-0101</p>		<p>9th Street Marketplaces A Commercial Subdivision in the NW1/4 of Section 17, T2S, R1E, S20N Murray City, Salt Lake County, Utah 15,900 Acres</p>	
<p>Board of Health Approved this <u>14th</u> day of <u>JUNE</u>, A.D. 2008. <u>[Signature]</u> Salt Lake County Board of Health</p>		<p>Planning Commission Approved this <u>14th</u> day of <u>June</u>, A.D. 2008. <u>[Signature]</u> Murray City Planning Commission</p>		<p>Engineer's Certificate I hereby certify that this office has examined this plat and it is correct in accordance with information on file in this office. 7/17/08 <u>[Signature]</u> Murray City Engineer</p>		<p>Approved As To Form Approved as to form this <u>18th</u> day of <u>July</u>, A.D. 2008, not in hereby approved. <u>[Signature]</u> Murray City Attorney</p>	
<p>Murray City Approval Presented to Murray City this <u>18th</u> day of <u>July</u>, A.D. 2008, not in hereby approved. <u>[Signature]</u> Murray City Clerk</p>		<p>Recorded in <u>Book 1</u> Page <u>1702</u> Date of this County of Salt Lake, recorded in the record of <u>Interim Development Group, L.L.C.</u> Book <u>1</u> Page <u>1702</u> File <u>1</u> Date of this County of Salt Lake, recorded in the record of <u>Interim Development Group, L.L.C.</u> Book <u>1</u> Page <u>1702</u> File <u>1</u></p>					

(ARP= S89°49'35"E 1483.79')
S89°48'24"E 1483.90' Meas Mon to Mon

5600 South Street





10439

**COVENANTS AND BUILDING RESTRICTIONS
OF ALPINE COUNTRY CLUB SUBDIVISION**

Hi-Timp Land Development Company, the owner or representative of the owner of the following described property located in Utah County, State of Utah:

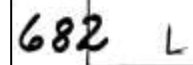
Plat "D"

ALPINE COUNTRY CLUB SUBDIVISION

15th
Zachus George

Curve No.	H	Δ	L	Ch. B.	Ch. L.	Let. M.
2	150.00'	66° 14'	173.49'	3 18° 32' W	163.96'	1
3	210.00'	23° 31'	86.21'	N 47° 24' E	85.09'	2
4	210.00'	23° 06'	84.76'	N 27° 44' E	84.21'	3
5	210.00'	31° 22'	49.02'	N 45° 59' E	48.93'	4
6	155.00'	40° 55'	110.58'	N 18° 15' E	108.23'	5
7	47.61'	93° 54'	91.35'	N 51° 10' W	71.81'	14
8	250.00'	12° 37'	55.07'	S 49° 05' W	54.94'	14
9	250.00'	10° 13'	44.12'	S 57° 43.5' W	44.09'	15
10	310.00'	18° 08'	103.50'	N 62° 14' E	103.05'	8
11	310.00'	32° 36'	16.48'	N 73° 35' E	10.47'	9
12	370.00'	12° 54'	85.30'	N 68° 57' E	85.19'	10
13	133.17'	64° 43'	150.43'	S 30° 09' W	142.26'	15

Cover No.	R	A	L	C ₂ B	C ₂ L
A	100.00°	68°16'	173.49°	5 19°32' W	163.98°
B	210.00°	60°01'	219.97°	8 22°55.5 W	210.00°
C	250.00°	22°44'	99.19°	3 50°02' W	98.55°
D	310.00°	22°44'	183.00°	9 44°02' E	172.20°



1. CLYDE R. MAYLOR DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I FURNISH CERTIFICATION NO. 2532, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF IOWA, I FURNISH CERTIFY AS AGENCY OF THE OWNED, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBE BELOW, AND HAVE SUBMITTED SAID TRACT OF LAND INTO LOT, BLOCK, STREET, AND SUBDIVISION AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STATED ON THE RECORD AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

(Cleared) 529.82 SOUTH AND 784.46 WEST FROM THE EAST 1/4 CORNER
OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 EAST.

COURSE	SECTIONS	REMARKS
9.810 30 F	196.80	
9.810 30 W	195.80	
9.810 02 W	145.00	
9.810 24 W	215.00	
9.810 06 W	310.00	
9.810 30 W	440.00	
9.810 30 W	333.75	

4.30° 38' E	88.88
4.30° 41' E	90.00
4.30° 04' E	16.37
4.30° 40' E	124.17
4.30° 30' E	77.80
4.40° 17' E	112.09
4.50° 30' E	258.65

TO POINT OF BEGINNING
BASIS OF BEARING. ALL BEARINGS ARE
BASED ON THE BEARING OF THE SECTION
LINE RUNNING NORTH FROM THE SECTION
1/4 COR. OF SEC 36, T4S, R1E, S.L.A.M.
WHICH BEARS NORTH.

By: R. H. Hays

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SURVEYED INTO LOTS, BLOCKS, STREETS AND RAILROADS AND DO HEREBY DEDICATE THE SAME AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE SUBSCRIBED OUR NAMES THIS 27th
DAY OF JANUARY 1968 A.D.

Ray Allen for
Yardwage L&S

STATE OF UTAH }
COUNTY OF UTAH } ss.

ON THE 23rd DAY OF January, A.D. 1966, PERSONALLY APPEARED BEFORE ME
THE SIGNER OF THE FORGONE INDICATED WHO JUST ACKNOWLEDGED TO ME THAT THEY DID SEE
THE GALT.
MY COMMISSION EXPIRES June 2, 1967 Myra Ann Dan W. Jones
NOTARY PUBLIC

THE BOARD OF COMMISSIONERS OF THE
COUNTY OF WAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STRIPS
(EXCEPTED) AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE HOSPITAL USE
(OR THE PUBLIC USE) OF THE COUNTY OF WAH.

OF THE PUBLIC TRUST, R. DAY CH. 4566 A.D. 1980
 David L. Suggs
 25, Marion Kling
 Melvin R. Hamble
 APPROVED: L. S. Suggs AFTER: Melvin R. Hamble
 CLARK, NEWCASTLE

APPROX SUBJECT TO THE FOLLOWING CONDITIONS: SEWAGE DISPOSAL MUST BE BELOW THE LEVEL OF HANDPUMP DRAINAGE TRENCHES SHOULD PROVIDE 180 SQ. FT PER BEDROOM. SEWAGE TO BE 80 FEET FROM DISTRICT LOTS 4 THROUGH 11 REEQUINE SPECIAL ATTENTION DUE TO SLOPE OF HILL.

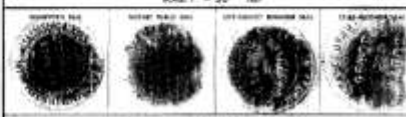
APPROVED THIS 27TH DAY OF JANUARY, A.D. 1986, BY THE
CLERK OF LINCOLN COUNTY PLANNING COMMISSION

[Signature] *R. H. and M. H.*

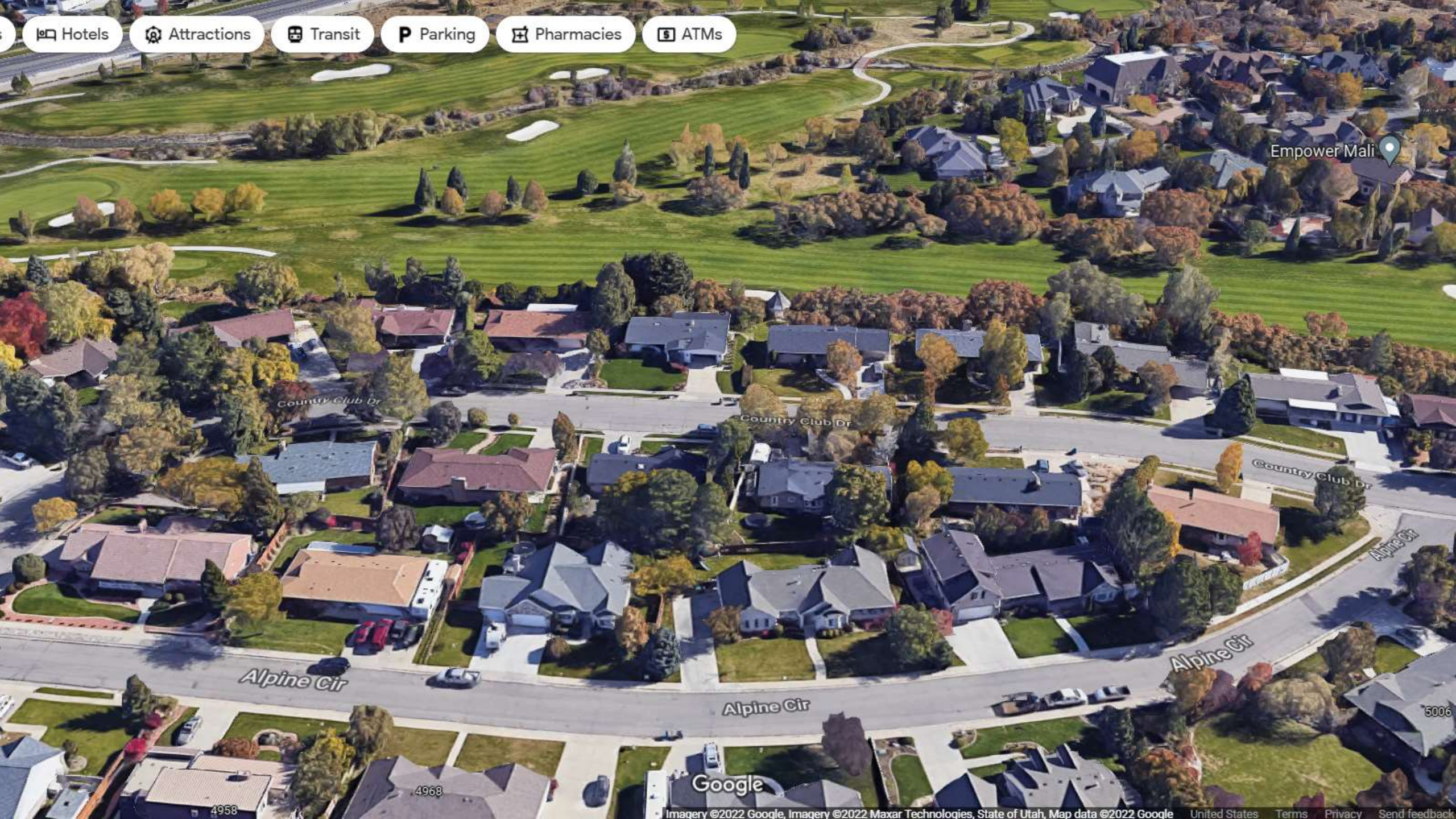
2025 RELEASE UNDER E.O. 14176

ALPINE COUNTRY CLUB

WAB 1" = 50' 100' (See COUNTY, Ohio)







Empower Mali

Country Club Dr

Country Club Dr

Country Club Dr

Alpine Cir

Alpine Cir

Alpine Cir

Alpine Cir

5006

Google

10439

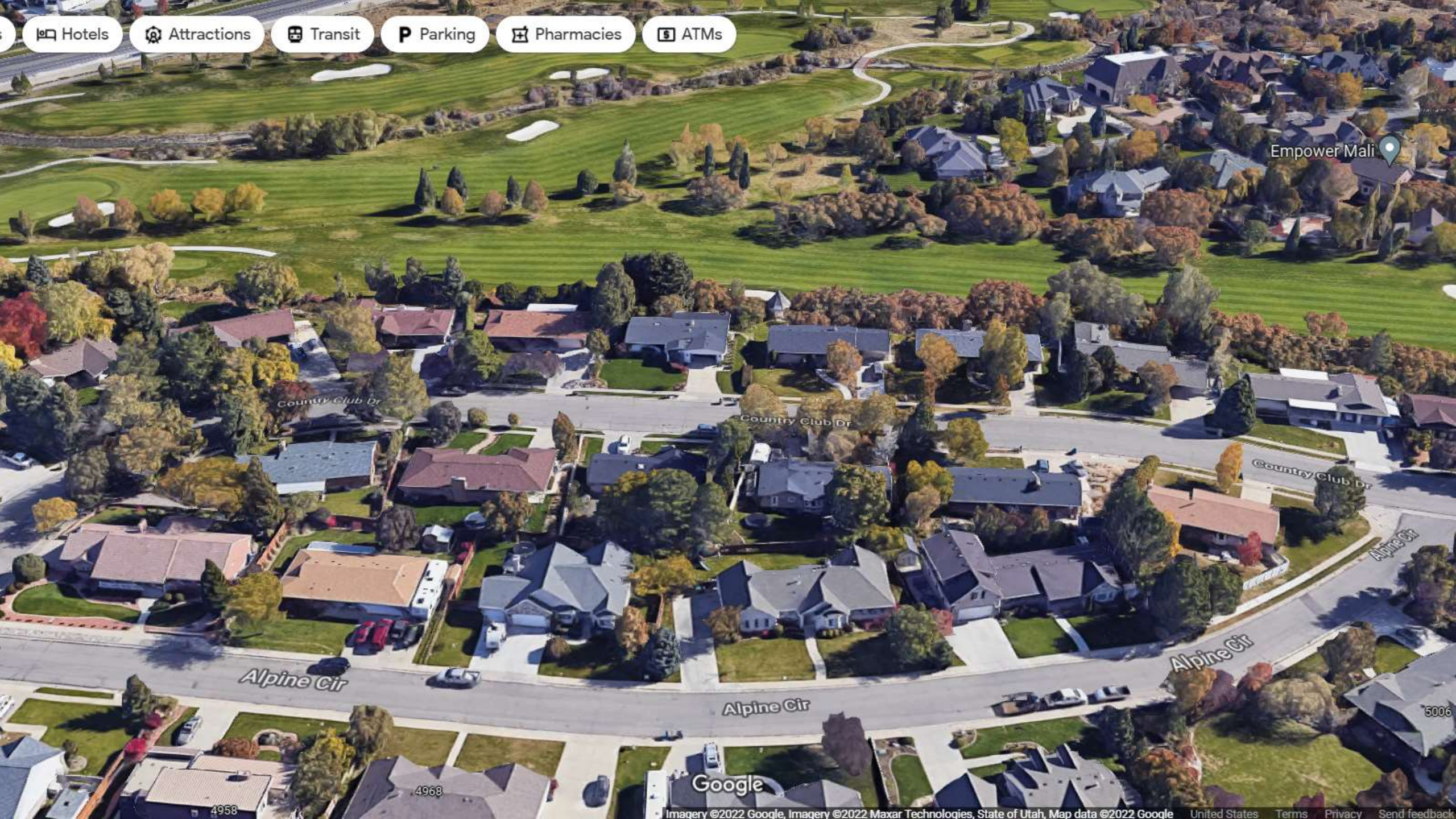
**COVENANTS AND BUILDING RESTRICTIONS
OF ALPINE COUNTRY CLUB SUBDIVISION**

Hi-Timp Land Development Company, the owner or representative of the owner of the following described property located in Utah County, State of Utah:

Plat "D"

ALPINE COUNTRY CLUB SUBDIVISION

10. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless written approval shall have been secured from the Architectural Control Committee.



Empower Mali

Alpine Cir

Alpine Cir

Alpine Cir

5006

Google

10439

COVENANTS AND BUILDING RESTRICTIONS
OF ALPINE COUNTRY CLUB SUBDIVISION

Hi-Timp Land Development Company, the owner or representative of the owner of the following described property located in Utah County, State of Utah:

Plat "D"

ALPINE COUNTRY CLUB SUBDIVISION

9. No fence, wall or hedge over three feet high shall be constructed or maintained nearer than 40 feet to any property line except from street and right-of-way where no such fences, wall or hedges will be permitted nearer than 30 feet. Landscaping shall be planned in this area so as to avoid undue obstruction of the view of the golf course of adjacent lots.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WEST PARK VILLAGE PLAT C

Clearfield

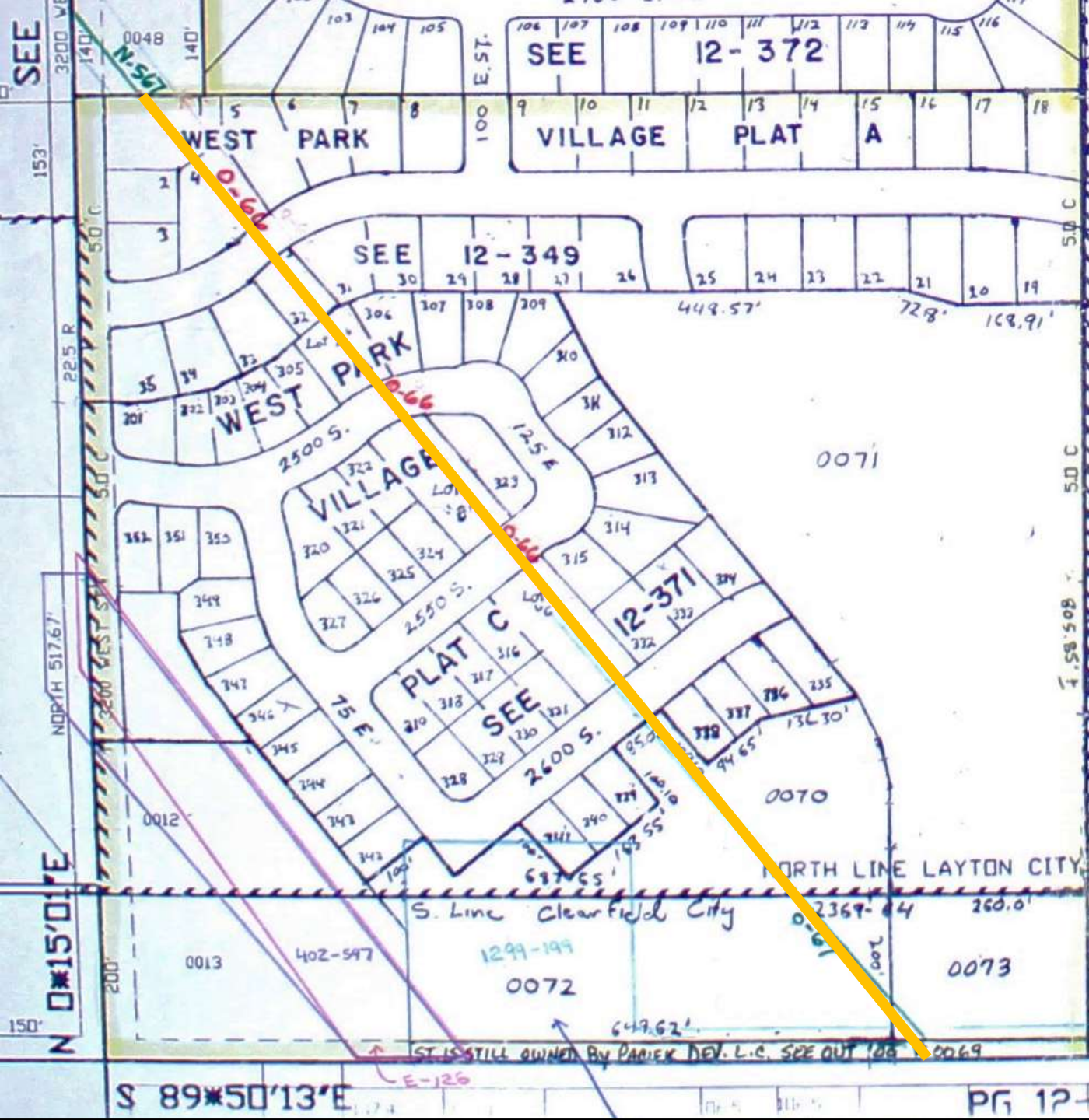
Davis County, Utah

September 25, 1997

WEST PARK VILLAGE - PLAT "C" 35.

A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 4 NORTH
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, CLEARFIELD CITY
DAVIS COUNTY, UTAH







150 EAST
250 SOUTH

Google

Image capture: Sep 2011 © 2022 Google

OWNERS ASSOCIATION	5
Trustees	5
Powers	5
Budget	6
Open Space Area Assessments	6
Open Space Services and Expenses	7
Owner Maintenance Obligations	7
Increase of Association Obligations	7
Owners' Obligation to Maintain	7
Approval of Assessment and Budget	7
Special Assessment	8
Unfinished Lots	8
Manner of Assessment	8
Assessments Constitute a Lien	8
Voting	8
Easements	8
Insurance	9
Additional Services	9

REPLAT OF THE OAKS AT MUTTON HOLLOW

A PLANNED RESIDENTIAL UNIT DEVELOPMENT
A PART OF THE SE1/4 OF SECTION 23 & A PART OF THE NE1/4 OF SECTION 26,
T4N, R1W, S.L.B. & M.
LAYTON CITY, DAVIS COUNTY, UTAH
APRIL, 1987

Oaks at Mutton Hollow PRUD

SEE ADDRESS AFFID.S
1245-872 &
1254-8



CURVE DATA TABLE

CHORD	LENGTH	CHORD	LENGTH	CHORD	LENGTH
1. 10.1278	100.00	10. 10.1278	100.00	19. 10.1278	100.00
2. 1.8143	18.14	11. 1.8143	18.14	20. 1.8143	18.14
3. 1.1941	11.94	12. 1.1941	11.94	21. 1.1941	11.94
4. 1.2540	12.54	13. 1.2540	12.54	22. 1.2540	12.54
5. 1.1749	11.75	14. 1.1749	11.75	23. 1.1749	11.75
6. 1.2445	12.45	15. 1.2445	12.45	24. 1.2445	12.45
7. 1.1899	11.90	16. 1.1899	11.90	25. 1.1899	11.90
8. 1.1866	11.87	17. 1.1866	11.87	26. 1.1866	11.87
9. 1.1866	11.87	18. 1.1866	11.87	27. 1.1866	11.87
10. 1.1866	11.87	19. 1.1866	11.87	28. 1.1866	11.87
11. 1.1866	11.87	20. 1.1866	11.87	29. 1.1866	11.87
12. 1.1866	11.87	21. 1.1866	11.87	30. 1.1866	11.87
13. 1.1866	11.87	22. 1.1866	11.87	31. 1.1866	11.87
14. 1.1866	11.87	23. 1.1866	11.87	32. 1.1866	11.87
15. 1.1866	11.87	24. 1.1866	11.87	33. 1.1866	11.87
16. 1.1866	11.87	25. 1.1866	11.87	34. 1.1866	11.87
17. 1.1866	11.87	26. 1.1866	11.87	35. 1.1866	11.87
18. 1.1866	11.87	27. 1.1866	11.87	36. 1.1866	11.87
19. 1.1866	11.87	28. 1.1866	11.87	37. 1.1866	11.87
20. 1.1866	11.87	29. 1.1866	11.87	38. 1.1866	11.87
21. 1.1866	11.87	30. 1.1866	11.87	39. 1.1866	11.87



COUNTY RECORDS
Entry No. 222,222... Fee paid \$100.00
Filed for record on 04/22/87 at 10:00 AM
Recorded on 04/22/87 at 10:00 AM
Page 2 of 2
Layton City Corporation
County Recorder

2650
Page 1 of 4

RETURNED

SEP 4 1986

AGREEMENT FOR PROTECTIVE COVENANTS THE OAKS AT MUTTON HOLLOW, A P.R.U.D.,
LAYTON, UTAH

BOOK 1109
0750897
PAGE 929
EN PT AR AR

This is good
1986 SEP -4 PM 12:13

CAROL DEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY [Signature] 2650

September 4, 1986

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS THE OAKS AT MUTTON HOLLOW HOMEOWNERS ASSOCIATION, INC.,

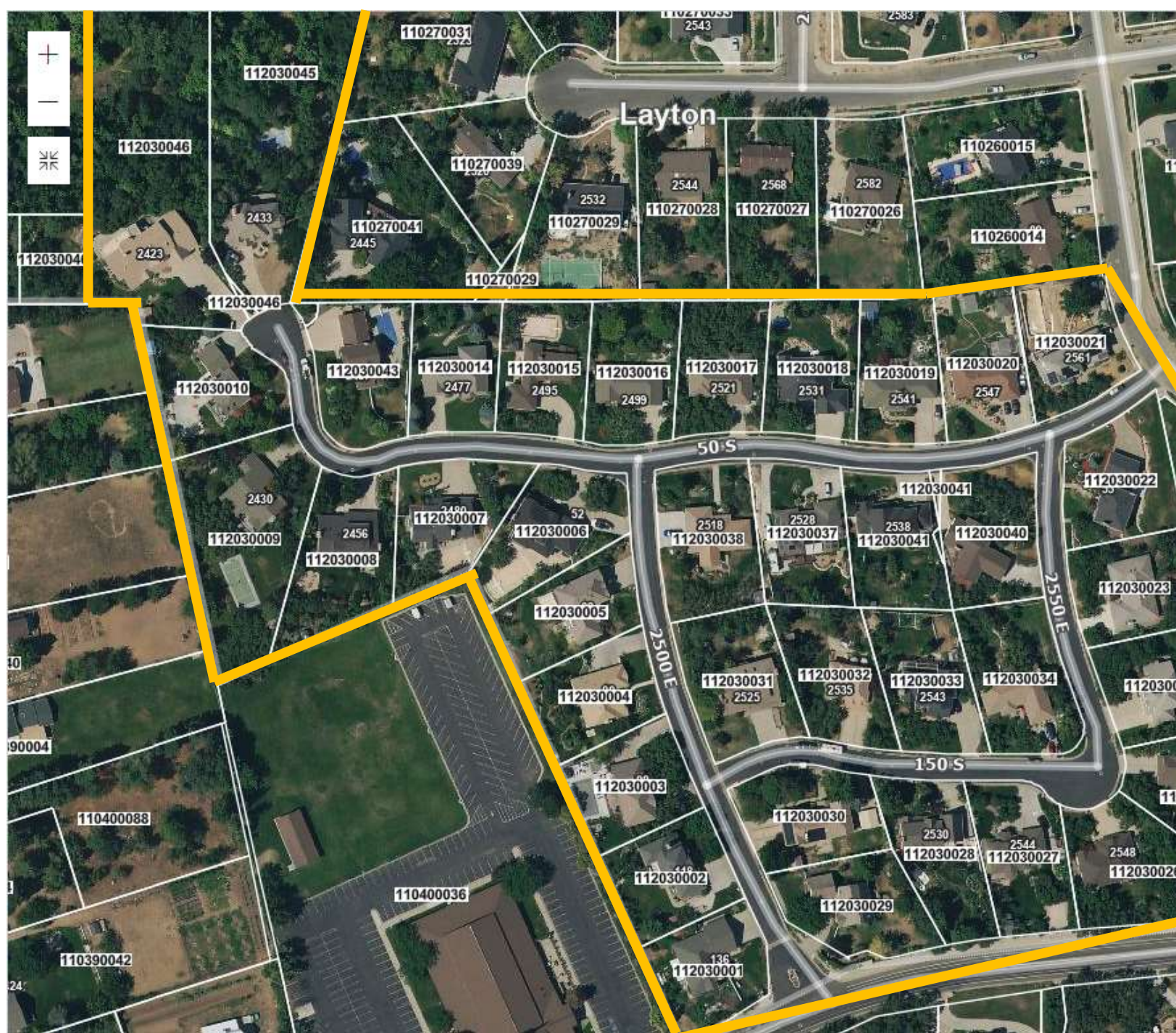
A Utah Corporation, Is The Owner & Possessor Of The Land Referred To In This Document Is
Situated In The State Of Utah, County Of Davis And Is Described As Follows:

WTS 1 May 38 Oaks @
Mutton Hollow

11-203 +

A Part Of The Southeast Quarter Of Section 23 And The
Northeast Quarter Of Section 26, Township 4 North, Range 1 West, Salt Lake Base And Meridian, U.S. Survey, Beginning At The North
Quarter Corner Of Said Section 26 And Running Thence North 0 Degree 35'30" East 347.50 Feet, Thence North 62 Degree 39'40" East
312.77 Feet, Thence South 24 Degree 32'20" East 111.22 Feet Thence South 14 Degree 19'25" West 400.72 Feet To The Section Line;
Thence North 89 Degree 34'40" East 676.80 Feet, Thence North 82 Degree 37'40" East 239.46 Feet To The Southeast Corner Of Lot 14,
Fernwood Hollow Subdivision No. 2, Thence Southerly Along The Arc Of A 262.78 Foot Radius Curve To The Left 145.17 Feet (LC Bears
South 23 Degree 11'55" East 143.33 Feet), Thence South 12 Degree 10'30" East 632.73 Feet, To The Center Line Of Mutton Hollow Road,
Thence South 84 Degree 27'06" West 304.82; Thence Westerly Along The Arc Of A 596.11 Foot Radius Curve To The Left 237.55 Feet,
(LC Bears South 74 Degree 27'15" West 236.34 Feet); Thence South 64 Degree 26' West 132.74 Feet, Thence North 24 Degree 12'50"
West 617.51 Feet; Thence South 65 Degree 47'10" West 307.90 Feet, Thence North 12 Degree 17'50" West 436.46 Feet; Thence South 89
Degree 34'40" West 54.78 Feet Along The Section Line To The Point Of Beginning.

Property Address: 1193 East Mutton Hollow Road, Layton, Utah 84041



10. MAINTENANCE OBLIGATIONS:

THE OAKS AT MUTTON HOLLOW HOMEOWNERS ASSOCIATION Shall Maintain Or Provide For The Maintenance Of All The Common Area And All Improvements Thereon, Garbage Collection, Snow Removal From The Common Area, Maintenance Of Commonly Metered Utilities, And Any Other Maintenance Required As Determined By The Oaks Committee Shall Be The Responsibility Of THE OAKS AT MUTTON HOLLOW HOMEOWNERS ASSOCIATION. The Association Shall Furthur Maintain Reconstruct, Replace, And Refinish Any Paved Surface In The Common Area.

THE OAKS AT MUTTON HOLLOW, A P.R.U.D., Is A Private Community And Shall Not Become Public Until Such Time As Layton City Ordinances Are Amended.

11. AMENDMENTS:

Amendments May Be Made In Accordance With The By-Laws Of The Association.

12. TERMS:

The Covenants Are To Run With The Land And Shall Be Binding On All Parties And All Persons Claiming Under Them For The Period Of Twenty (20) Years From The Date These Covenants Are Recorded. They **May** Be Renewed Thereafter Pursuant To The Provisions Of Paragraph #10 Above.

September 4, 1986

11-
0014
11-
11-
3. **STREETS AND ROADS INTERIOR TO THE SUBDIVISION.** All streets and roads inside The Oaks At Mutton Hollow Subdivision, as depicted on the plats, will remain in ownership with an entity other than Layton City. The Oaks At Mutton Hollow Homeowners' Association acknowledges and accepts full responsibility for maintenance of such roads and streets, and that said maintenance is not the responsibility of Layton City. The Oaks At Mutton Hollow Homeowners' Association hereby releases Layton City for any and all responsibility for any maintenance of the roadway other than as set forth in paragraph 2, above. It is understood and agreed by the parties that Mutton Hollow Road, as it runs adjacent to The Oaks At Mutton Hollow Subdivision, is a public street which will be maintained by the responsible governmental agency.

7. **COMPLETION OF IMPROVEMENTS.** As part of this Settlement Agreement, Layton City will cause to be completed all remaining items on the "Punchlist", a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A". Claimants agree to seal coat the streets and roads inside The Oaks At Mutton Hollow Subdivision, in compliance with applicable Layton City standards.

RETURN TO: THE HOME COMPANY
P.O. BOX 390
LAVERKIN, UT. 84745

ALMOND HEIGHTS PARK SUBDIVISION (AMENDED) PROTECTIVE COVENANTS
AMENDED AND EXPANDED

TABLE OF CONTENTS

00772967 Bk 1475 Pg 1137
RUSSELL SHIRTS & WASHINGTON CO RECORDER
2002 JUL 15 11:33 AM FEE \$34.00 BY LP
FOR: HOME COMPANY

ARTICLE I

DEFINITIONS:

1. Owner	2
2. Developer	2
3. Residence	2
4. Declaration	2
5. Development	2
6. Lot	2
7. Yards	2

ARTICLE II	2
AMENDMENT	2
AVAILABILITY	3

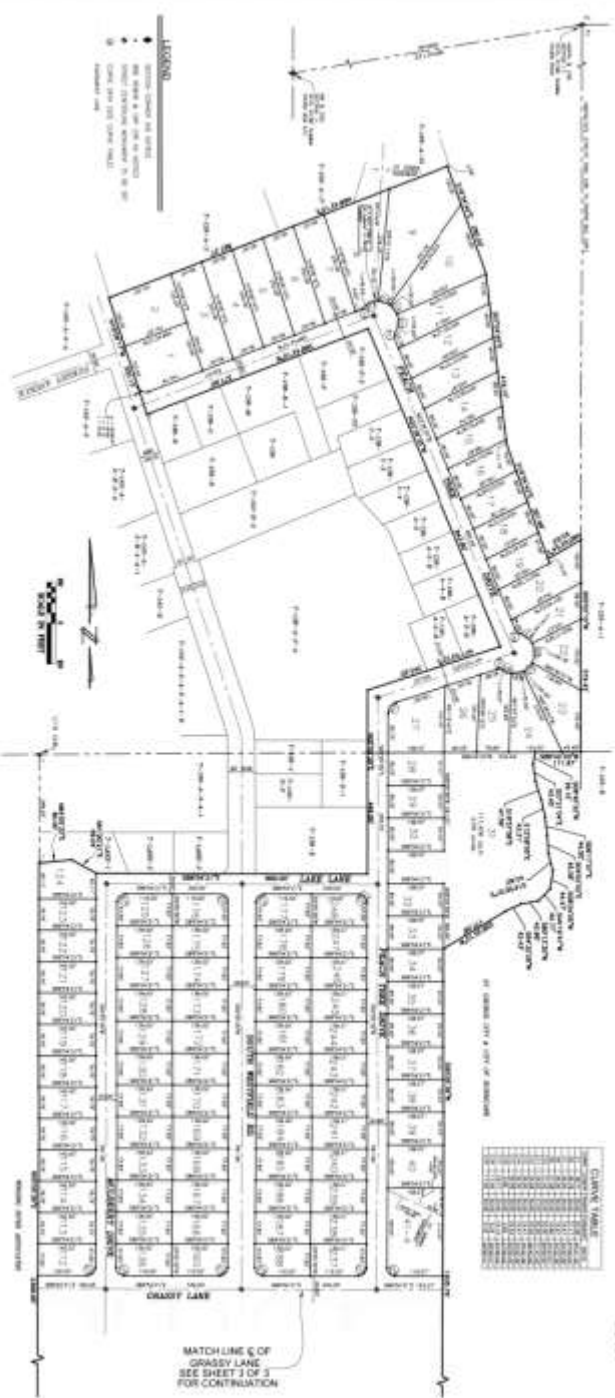
ARTICLE III	3
GENERAL RESTRICTIONS	3
1. Land Use and Building Type	3
2. Minimum Square Footage and Multilevel Restrictions	3
3. Garages and Carports	3
4. Lot Size	4
5. Building Location	4
6. Driveways and Walkways	4
7. Exterior Materials	4
8. Roofing Materials	4
9. Architectural Restrictions	4
10. Easements	4
11. Temporary or Other Structures	5
12. Nuisances	5
13. Oil and Mining Operations	5
14. Animals	5
15. Garbage and Refuse Disposal	5
16. Building Materials	5
17. Water Supply	6
18. Sewage Disposal	6
19. Boats, Recreational and Motor Vehicles	6
20. Antenna	6
21. Safe Condition	6

RE ENGINEERING PC
REGISTERED PROFESSIONAL CIVIL ENGINEER
UTAH LICENSE NO. 10000

**ALMOND HEIGHTS PARK
SUBDIVISION 3RD AMENDED**

2

AMENDMENT NOTES
1. THE FOLLOWING ARE THE AMENDMENTS TO THE ORIGINAL SUBDIVISION MAP:
a. THE LOT SIZES HAVE BEEN INCREASED TO 1/4 AC. PER LOT.
b. THE LOT SPACING HAS BEEN INCREASED TO 10 FEET.
c. THE LOT WIDTH HAS BEEN INCREASED TO 10 FEET.
d. THE LOT DEPTH HAS BEEN INCREASED TO 10 FEET.
e. THE LOT AREA HAS BEEN INCREASED TO 10,000 SQ. FT. PER LOT.
f. THE LOT PERIMETER HAS BEEN INCREASED TO 1,000 FEET PER LOT.
g. THE LOT SHAPE HAS BEEN INCREASED TO 1.00 PER LOT.
h. THE LOT ORIENTATION HAS BEEN INCREASED TO 1.00 PER LOT.
i. THE LOT UTILIZATION HAS BEEN INCREASED TO 1.00 PER LOT.
j. THE LOT DENSITY HAS BEEN INCREASED TO 1.00 PER LOT.
k. THE LOT CAPACITY HAS BEEN INCREASED TO 1.00 PER LOT.
l. THE LOT RESOURCES HAVE BEEN INCREASED TO 1.00 PER LOT.
m. THE LOT SERVICES HAVE BEEN INCREASED TO 1.00 PER LOT.
n. THE LOT FACILITIES HAVE BEEN INCREASED TO 1.00 PER LOT.
o. THE LOT UTILITIES HAVE BEEN INCREASED TO 1.00 PER LOT.
p. THE LOT INFRASTRUCTURE HAVE BEEN INCREASED TO 1.00 PER LOT.
q. THE LOT ENVIRONMENT HAVE BEEN INCREASED TO 1.00 PER LOT.
r. THE LOT CLIMATE HAVE BEEN INCREASED TO 1.00 PER LOT.
s. THE LOT SOILS HAVE BEEN INCREASED TO 1.00 PER LOT.
t. THE LOT VEGETATION HAVE BEEN INCREASED TO 1.00 PER LOT.
u. THE LOT ANIMALS HAVE BEEN INCREASED TO 1.00 PER LOT.
v. THE LOT PLANTS HAVE BEEN INCREASED TO 1.00 PER LOT.
w. THE LOT MINERALS HAVE BEEN INCREASED TO 1.00 PER LOT.
x. THE LOT ENERGY HAVE BEEN INCREASED TO 1.00 PER LOT.
y. THE LOT MATERIALS HAVE BEEN INCREASED TO 1.00 PER LOT.
z. THE LOT INFORMATION HAVE BEEN INCREASED TO 1.00 PER LOT.



28: DOME STRUCTURES: No dome structures of any type are allowed.

29: MOBILE , MODULAR, AND PRE-FAB HOMES: No mobile, modular or pre-fab home shall be placed on any lot, part of portion of the property.





"W2214253"

EN 2214253 PG 1 OF 13
DOUG CROFTS, WEBER COUNTY RECORDER
11-OCT-06 1155 AM FEE \$52.00 DEP SEC
REC FOR: FAIR GROVE CONST

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FAIR GROVE ACTIVE ADULT COMMUNITY
WEST HAVEN, UTAH**

08-471-0001 TO 0019

THIS DECLARATION is made and executed this 11th day of October 2006, by Fair Grove Construction, Inc. (the "Declarant").

RECITALS

A. Declarant is the owner of the following described real property located in Weber County, Utah, to-wit: Fair Grove Active Adult Community according to the official plat recorded at the county recorder's office of Weber County, State of Utah.

B. It is the intention of the Declarant that this subdivision and the homes constructed herein be designed for the use and enjoyment of households where at least one individual is 50 years of age and older.

C. Declarant has established this Declaration of Covenants, Conditions and Restrictions in order to enhance and protect the value and attractiveness of the Lots.

ARTICLE I - DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

1.01 Design Committee shall mean the committee created under Article IV of this Declaration.

1.02 City shall mean West Haven City, Weber County, State of Utah, and its appropriate departments, officials, and boards.

1.03 Declarant shall mean and refer to Fair Grove Construction, Inc. a Michigan Corporation, having its principal place of business in West Haven, Utah.

1.04 Declaration shall mean this Declaration of covenants, conditions and restrictions, together with any subsequent amendments or additions. The Subdivision Plat for Fair Grove Active Adult Community Subdivision, and the easements and other matters shown on the Plat, are also incorporated into this Declaration by reference.

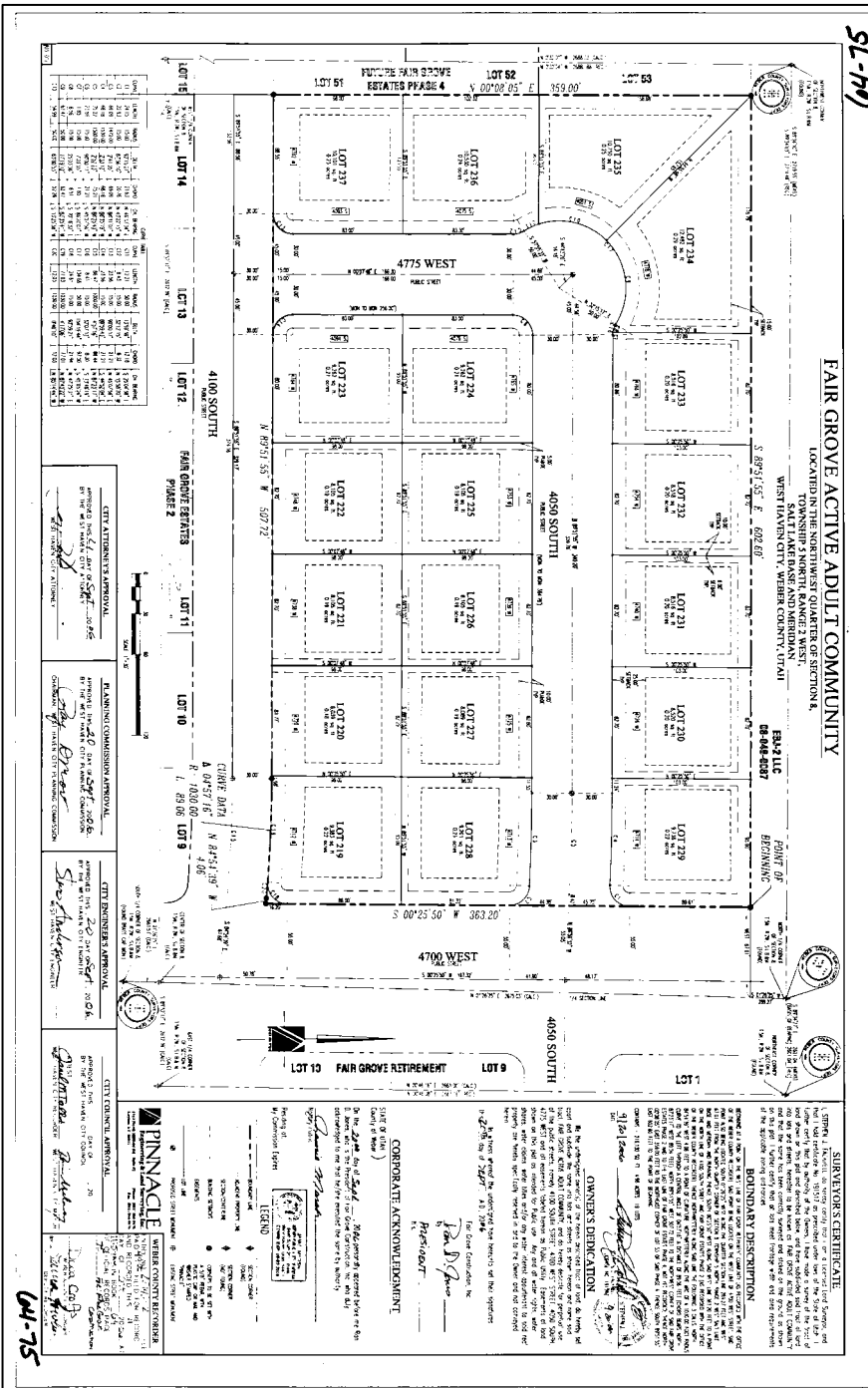
1.05 Dwelling shall mean the single family residence built or to be built on any Lot, including the attached garage.

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

1.07 Lot shall mean any numbered building Lot shown on the official plat of the Fair Grove Active Adult Community Subdivision.

1.08 Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation. If there are multiple persons comprising the Owner of any Lot, their liability for performance of Owner obligations pursuant hereto shall be joint and several.

1.09 Person shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.



Fair Grove Active Adult Community Subdivision



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ARTICLE II - RESTRICTIONS ON ALL LOTS

The following restrictions on use apply to all Lots within the Subdivision:

2.01 General Age Restriction/Housing for Older Persons. This is an age-restricted subdivision. This subdivision and the homes included in this subdivision have been designed for the use and enjoyment of older persons. At least one resident of each Dwelling shall be fifty (50) years of age or older. No resident shall be less than 18 years of age. No more than two (2) persons may occupy each Dwelling unless all such persons are a family and are related by blood, marriage, or adoption, and then no more than four (4) such persons may so occupy each Dwelling. A person shall be deemed a resident for purposes of this section when residing in the Dwelling for a period of fourteen (14) days in any thirty (30) day period. Renters are considered to be residents and are subject to the restrictions contained in this section except that no more than two (2) renters shall occupy a Dwelling at one time, without written consent of the Design Committee.

2.07 Livestock, Poultry and Pets. No livestock, poultry, fowl or animals of any kind other than indoor dogs, indoor cats or other household pets may be kept on any Lot; nor shall such be raised, bred or otherwise maintained for any commercial purpose. No more than two household pets shall be permitted on any Lot and such animals shall be restricted to the owner's premises and under the handler's control whenever outside. Leashes will be required at all times on dogs outside of fenced areas and all dog manure will be retained on the owners own premises. While outside, all pets must be confined to the area to the side or rear of the Dwelling. Each Owner shall be responsible for preventing pets from entering Lots held by other Owners. No kennel, dog house or dog run may be placed on any Lot without approval from the Design Committee. Pets shall not be loud, noisy, dangerous, fierce, or vicious, nor shall they become an annoyance or nuisance to the neighborhood by barking or other offensive activity.

2.08 No Annoying Sounds. No animal or pet nor any exterior speakers, horns, whistles, bells, wind chimes, motorized devices or equipment, or other noise making devices may be used or maintained on any Lot which creates noise that might be unreasonably or annoyingly loud to neighboring Lots, except for security or fire alarms.

2.12 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Design Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by West Haven City.

2.13 No Noxious, Hazardous or Offensive Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person, to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowner's insurance policy. This includes, without limitation, the storage of toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms, and setting open fires (other than properly supervised and contained barbecues). No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises, odors, or dust that detract from the reasonable enjoyment of nearby Lots.

2.10 Walls, Fence and Hedges. No fence, wall, hedge, or other similar structure shall be erected in a front yard, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet unless previously approved by the Design Committee. No fence, wall, hedge, or other similar structure shall be erected closer to the front street than the front of the Dwelling. The only acceptable fencing material is tan/beige colored vinyl fencing unless first approved by the Design Committee. No fences or walls shall be constructed with white vinyl, wire mesh, barbed wire, chain link, wood, or cedar posts unless first approved by the Design Committee. All fences shall be properly maintained so as not to negatively impact the value of adjacent Dwellings or the Subdivision.

2.09 Restrictions on Storage. No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Lots and roads within the Subdivision. Moreover, no open storage of any building materials (except during construction), construction debris or waste, lawn or other vegetation clippings, accumulations of household refuse or garbage shall be stored in such a manner as to be visible from neighboring Lots or the public road. Every tank for the storage of oil, gasoline, propane or other fuels installed outside any Dwelling shall be either buried below the surface of the ground or screened to the satisfaction of the Design Committee. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, refuse, garbage or other waste shall not be kept except in sanitary containers and such containers shall be stored in the garage unless previously approved by the Design Committee. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

2.15 No Transient Lodging Uses. Lots are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding houses, bed and breakfast, or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on the Lot shall be subject to time interval ownership.

2.16 Restrictions on Antenna. All TV antennas are to be placed in the attic out of view. Satellite dishes are to be hidden from view from the street unless approved by the Design Committee. No television, ham radio, citizen band or radio antenna or other similar electronic receiving or transmitting device shall be permitted upon the rooftop or side of any Dwelling or elsewhere if exposed to the view from any other lot, unless approved by the Design Committee. No activity shall be conducted within the property which interferes with television or radio reception of the other Owners.

2.17 No Outside Clothes Lines. No outside clothes lines and other outside clothes drying or airing facilities shall be maintained without prior approval of the Design Committee.

2.18 No Hunting or Camping. There shall be no camping upon any Lot and there shall be no hunting or discharge of firearms on any Lot.

2.22 Nuisances. All vehicles shall be parked in the owner's garage when not in the process of being used. The driveways are intended to be used only for visitors and not for permanent parking. No inoperable motor vehicles, or stripped down, partially wrecked or junk motor vehicles, or sizeable part thereof, shall be kept, parked, stored, maintained, or repaired on any Lot or adjoining street. No automobile, van, sport utility vehicle, truck, camper, camper shell, motor home, trailer, boat, watercraft, or any other vehicle shall be parked or stored on any public street or on any Lot unless it is parked or stored in the garage or on a cement parking slab located to the side of the Dwelling where the entire said vehicle is behind the front of the Dwelling or to the rear of the Dwelling. No Lot or public street shall be used for the storage of farm equipment, backhoes, trucks, crawler tractors or trailers used relative thereto, or any other equipment used in heavy excavation, trucking, construction, or farming. All roof mounted heating and cooling equipment must be set back to the backside of the roof out of view from the street.

3.04 Subsequent Alterations of Exterior Appearance. The Owner shall maintain his Lot and Dwelling in substantially the same condition and appearance as that approved by the Design Committee. No subsequent exterior alterations, improvements, structural remodeling or landscaping including paint, color or materials will be made without the advance consent of the Design Committee.

4.06 Penalty for Failure to File Plans with Design Committee. The Design Committee is authorized to retain legal counsel and to instigate legal proceedings against any Lot Owner, contractor, or any other person or entity that proceeds with construction on any Lot in the Subdivision without first applying for and receiving the approval of the Design Committee or its designated reviewer. The Design Committee may give ten (10) days written notice of such failure to file plans and then may proceed with any and all legal remedies. The estimated cost of such legal action is a minimum of \$2000, and the Design Committee is authorized to assess all legal and associated costs of obtaining compliance against the Lot Owner. The Design Committee may file a notice of lien for the costs involved against the lot and may take any and all action deemed appropriate to enforce this provision of the covenants, including the foreclosure of the lien.

5.04 Mailboxes and Newspaper Boxes. This subdivision shall be serviced by a cluster mailbox provided by the United States Post Office. Therefore, no Lot shall have a separate mail box. No Newspaper boxes shall be installed in this subdivision except as approved by the Design Committee. Any Lot Owner desiring to install a newspaper box shall construct the same out of all brick or stone to match the exterior of the Dwelling.

5.05 Roofing Materials, Roof Pitch, and Roof Design. Roofing materials shall be architectural-grade asphalt shingles (at least 25 year type) or other high quality roofing materials which are previously approved by the Design Committee. All Dwellings shall have a roof pitch of 6/12 or greater with 2x6 Fascia Board unless previously approved by the Design Committee. Mansard, fake mansard, A frame, gambrel, flat, curvilinear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

5.06 Aluminum and Vinyl. Aluminum, vinyl and or steel siding shall only be allowed in soffit and fascia areas of any Dwellings (meaning the modified closed).

5.07 Brick/Stone. At least sixty percent (60%) of the front of all Dwellings shall be finished with brick or stone unless previously approved by the Design Committee. The remainder of the front shall be finished with stucco. The sides of all Dwellings shall have brick or stone on at least the lowest three and one half feet (3 ½ feet) above the foundation (main level) unless previously approved by the Design Committee. The rear of the Dwelling shall be constructed with brick, stone, or stucco.

5.08 Time Commencement of Construction. Construction of a Dwelling upon a Lot must commence within two years from the date of sale of any Lot. No Dwelling or accessory building shall be permitted to remain incomplete for a period in excess of one year from commencement of construction unless approved by the Design Committee.

5.09 Accessory Buildings. All accessory buildings shall be approved by the Design Committee and shall conform to the following limitations unless previously approved by the Design Committee:

- (a) The exterior building materials must be the same color, type, grade and quality as the materials used in constructing the Dwelling situated upon the Lot;
- (b) Metal sheds shall not be permitted; and
- (c) The maximum height of any accessory building shall be ten (10) feet from the ground to the eve of the building.

6.09 Duration. The covenants and restrictions of this Declaration shall remain in effect until twenty (20) years from the date this Declaration was first filed in the office of the County Recorder of Weber County, Utah, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument filed in the office of the Weber County Recorder. If any of the privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then the provision herein creating such privilege, covenant or right shall, in any event, terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George W. Bush, the President of the United States at the time this Declaration was recorded.

Palo Verde Mobile Home Estates Subdivision

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND CHARGES FOR PALO VERDE MOBILE HOME ESTATES

THIS DECLARATION made and dated October 29,
1979, by PALO VERDE MOBILE HOME ESTATES, a Joint Venture.

W I T N E S S E T H :

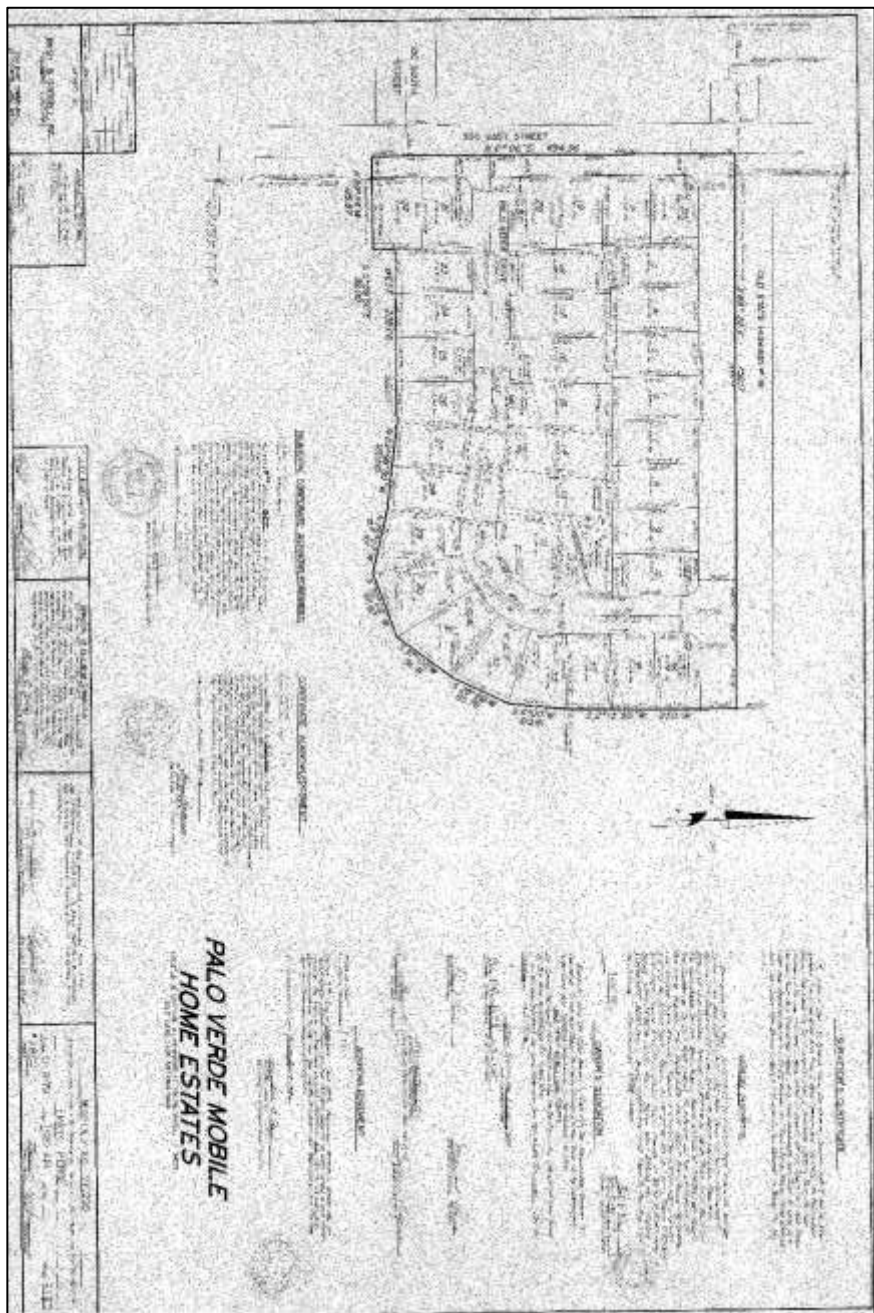
WHEREAS, PALO VERDE MOBILE HOME ESTATES, which together with any successor or assignee, hereinafter referred to as PALO VERDE, is located in the City of Washington, County of Washington, State of Utah, and which is described on the Plat, PALO VERDE MOBILE HOME ESTATES, recorded October 18, 1979, including Lots 1 through 36 and,

WHEREAS, PALO VERDE desires to develop and improve said lots, open up and lay out the streets shown on said plat, to impose on the lots on said plat mutual and beneficial restrictions, covenants, agreements, easements, conditions and charges as hereinafter set forth, under a general plan or scheme of improvements for the benefit of all the lands in the tract and the future owners of said lands, and,

WHEREAS, PALO VERDE desires to offer for sale the lots on said plat;

NOW THEREFORE, PALO VERDE hereby declares that all the lots on above described plat are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, agreements, and restrictions, conditions, easements, charges, all of which are declared, established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots, and every part thereof. All the limitations, covenants, restrictions, conditions, and charges shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lots or any part thereof. PALO VERDE shall have the right to transfer to any other person, firm or corporation all or any of its rights

311705





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Section 1. All the above described lots are set aside and designated for use by ADULT persons only.

Section 10. No individuals under sixteen (16) years of age shall permanently reside in any mobile home in said subdivision. Residents will insure that their children or their guest's children do not play on the streets or loiter thereon.

Section 21. The speed limit in the subdivision is 15 miles per hour. Residents shall inform their guests of this restriction.

Section 11. No noxious, offensive, or dangerous
activity shall be carried on upon any lot; nor shall anything
be done thereon which may be or may become an annoyance or
nuisance to the neighborhood. Disturbing noises shall not be
permitted at any time. Noise making equipment and instruments
shall be tuned and/or played at a level which will not annoy
other owners. Loud parties shall not be permitted at any
time. No fuel oil or other materials of explosive nature
shall be stored on any lot. The dumping of trash or garbage



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19 (g) Easements. Each Lot and Dwelling shall be sub-
20 ject to easement to the benefit of the Owners of the adjoining
21 and abutting Lots and Dwellings for the unobstructed and unin-
22 terrupted use of any and all pipes, ducts, flues, chutes, con-
23 duits, cables and wire outlets and utility lines of any kind, to
24 easements for lateral support of adjoining and abutting dwellings,
25 and to easements for the leadwalks, sidewalks and patios serving
26 adjoining and abutting Dwellings.

2 There is hereby created a non-exclusive easement upon,
3 across, over and under all of the Properties for ingress and
4 egress, installation, replacing, repairing and maintaining
5 utilities, including, but not limited to, water, sewer, tele-
6 phone, electricity, gas and television cables. By virtue of
7 this easement, it shall be expressly permissible for utility
8 companies to affix and maintain pipes, wires, conduits, or other
9 service liens on, above, across and under the roofs and exterior
10 walls of the Dwellings. Notwithstanding anything to the con-
11 trary contained in this Section, no sewer, electrical lines,
12 water lines or other utilities may be installed and/or relocated
13 upon the Properties until approved by the Board of Trustees of
14 the Association. In the event that any utility company fur-
15 nishing a service covered by the general easement hereinabove
16 provided requests a specific easement by separate recordable
17 instrument, the Association shall have the right to grant such
18 easement upon said property without conflicting with the terms
19 thereof.

Alpha I Townhomes PUD

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ALPHA I TOWNHOMES

THIS DECLARATION of Covenants, Conditions and Restrictions, hereinafter called "Declaration", is made and executed in St. George, Washington County, State of Utah, this 28th day of April, 1986, by DAVID L. WATSON, JOHN C. WILLIE, and DANIEL J. HOOPES, hereinafter collectively called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Washington, State of Utah, which is more particularly described as follows:

See attached "Exhibit A"

WHEREAS, Declarant is the owner of certain Townhomes and other improvements heretofore constructed or hereafter to be constructed upon the property and it is the desire and intention of the Declarant to subdivide the property into lots and to sell and convey the same to various purchasers, and

WHEREAS, Declarant will convey the said property subject to certain protective covenants, conditions,

A - 589

BOOK 422 PAGE 589-625
FEE \$4.50 ADS

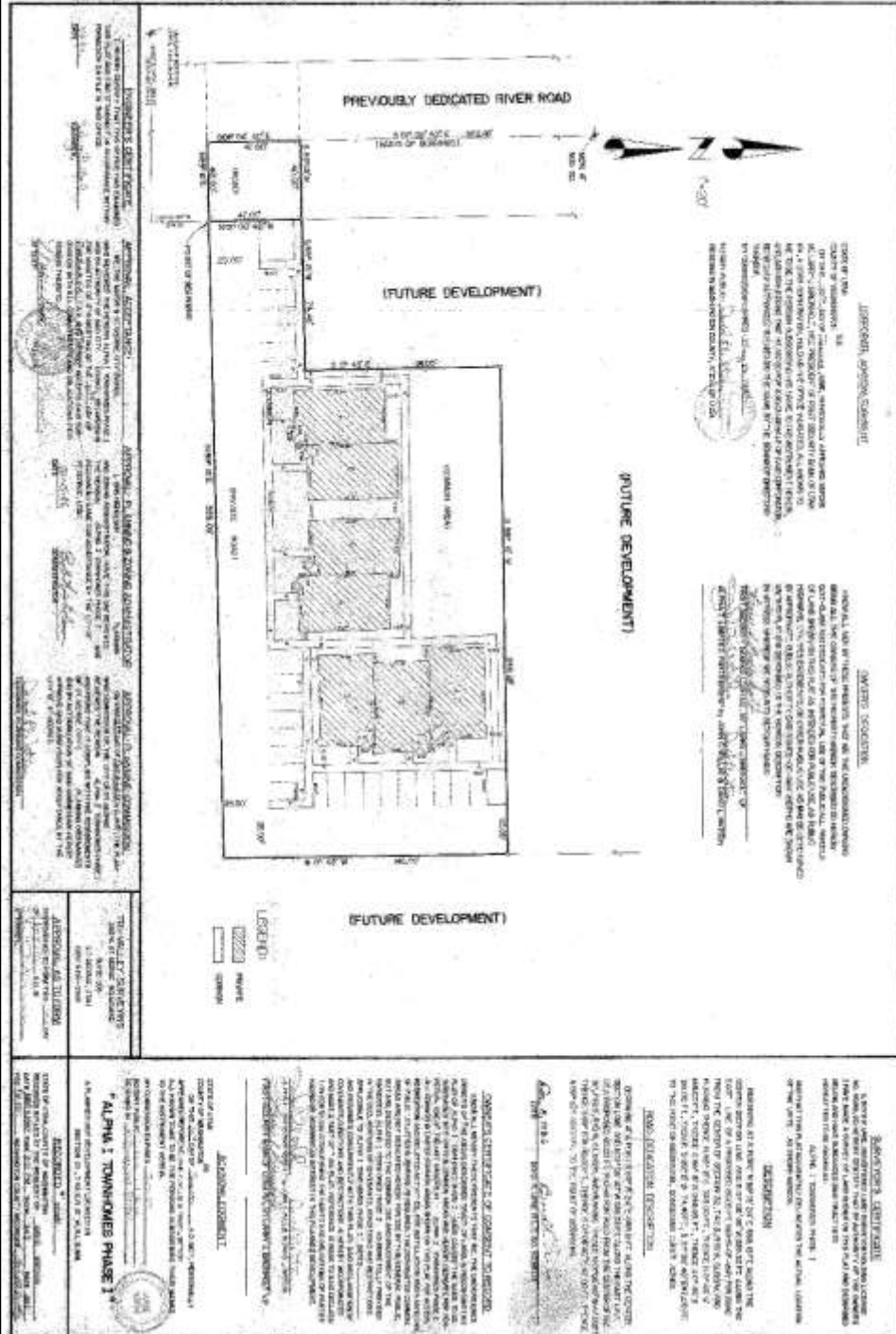
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DOCUMENT 299838

HERBERT S. BENTLEY
WASHINGTON CITY RECORDER

BY 288

REQUEST OF Alpha Homes





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ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of a townhouse upon the properties and placed between two (2) separate living units intended for use and occupancy as a residence by a single family shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

Northern Hills Plat A (Subdivision)

922

422513

WE THE UNDERSIGNED DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF NORTHERN HILLS PLAT "A" AND DO HEREBY DECLARE THE FOLLOWING TO BE THE

PROTECTIVE & RESTRICTIVE COVENANTS pertaining to: NORTHERN HILLS PLAT "A", a subdivision of Part of Section 20, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Bountiful, Davis County, State of Utah.

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached one-family dwelling, a private garage with a capacity of not more than six cars and not more than three garage entrances facing the street and such other Accessory Buildings as are described under paragraph titled ACCESSORY BUILDINGS.

ACCESSORY BUILDINGS: Lots may include the erection or placement of such structures not used for residential occupancy as follows: private pools for swimming or wading, courts for conducting sports activities of a private nature, small greenhouses for private use only, pergolas, arbors etc., any and all of which must have the approval in writing of the Architectural Control Committee. Any garage or storage structure must be of the same material, workmanship and general appearance as the main building.

DWELLING QUALITY AND SIZE: It being the intention and purpose of these covenants to assure that all dwellings shall be of high quality and workmanship and materials, and no used building or structure shall be brought or placed upon said lots, and no structure shall present an unfinished appearance for a period of more than one year. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1300 square feet. No building shall have in excess of two stories above the front lot level.

BUILDING LOCATION: All buildings and structures shall be located on a lot in full compliance with the ordinances of Bountiful City or any approved variances thereto.

DRIVEWAYS AND PARKING OF VEHICLES: Driveways for residences must be large enough to accommodate at least two parked automobiles. No trucks larger than pickups, trailers, house trailers, mobile or motorized homes or boats shall be permitted to remain parked in front of, or at the side of any residence building for a period longer than three days unless previous approval has been granted by the Architectural Control Committee. Any other equipment, mechanical or otherwise of an unsightly nature shall also be governed by this provision.

ARCHITECTURAL CONTROL: No building or structure shall be erected or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Subdivision Architectural Control Committee, as to site, quality, and harmony of design of the proposed structure and as to locations with respect to topography and grade. No fence shall be erected or altered without similar approval.

MEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE: This committee is composed of three owners of lots in Northern Hills Plat "A", each to be elected by owners of lots in said Northern Hills Plat "A" for a term of three years, or until a successor is duly elected and qualified. Each owner shall have one vote per lot per committee member. A majority of the Committee may serve or may be qualified to act or to designate a representative to act for it. In the event of death or resignation or incapacity of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

PROCEDURE: The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications shall be submitted in duplicate and one approved or disapproved set shall be returned. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been complied with.

Recorded at request of
Date: NOV 9 1981
By: [Signature]
FEE PAID 1.50
LAND TITLE COMPANY
MARGUERITE DAVIS COUNTY
422513

☒ Entered
☐ Indexed
☐ On M₂ JF
☐ Corrected
☐ COPIES

VACATION ORDINANCE
ENTRY 2607016(1011)

PLANNING COMMISSION
APPROVED THIS 11th DAY OF JULY, 1981
BY RESOLUTION NO. 11-81

CITY COUNCIL
APPROVED TO THE CITY COUNCIL OF BOUNTIFUL CITY, UTAH
ON JULY 13, 1981 BY RESOLUTION NO. 11-81

UTILITY EXEMPTIONS
THE SUBDIVISION OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BOUNTIFUL, DAVIS COUNTY, UTAH, IS EXEMPTED FROM THE UTILITY EXEMPTIONS OF THE CITY OF BOUNTIFUL, UTAH, BY RESOLUTION NO. 11-81.

ACKNOWLEDGMENT
I, the undersigned, being the owner of the above described land, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of Davis County, Utah.

ENGINEERS CERTIFICATE
I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of Davis County, Utah.

NORTHERN HILLS PLAT "A"
A SUBDIVISION OF PART OF SECTION 20, T2N, R1E,
S1E 8M
BOUNTIFUL CITY, DAVIS COUNTY, UTAH
SCALE 1"=100' MAY 1981



1. 1.16 AC	11. 1.16 AC	21. 1.16 AC
2. 1.16 AC	12. 1.16 AC	22. 1.16 AC
3. 1.16 AC	13. 1.16 AC	23. 1.16 AC
4. 1.16 AC	14. 1.16 AC	24. 1.16 AC
5. 1.16 AC	15. 1.16 AC	25. 1.16 AC
6. 1.16 AC	16. 1.16 AC	26. 1.16 AC
7. 1.16 AC	17. 1.16 AC	27. 1.16 AC
8. 1.16 AC	18. 1.16 AC	28. 1.16 AC
9. 1.16 AC	19. 1.16 AC	29. 1.16 AC
10. 1.16 AC	20. 1.16 AC	30. 1.16 AC

OWNERS CERTIFICATION
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OWNERS CERTIFICATION
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DAVIS COUNTY RECORDER
I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of Davis County, Utah.



SLOPE EROSION: All slopes or terraces on any lot shall be maintained so as to prevent any erosion thereon upon adjacent streets or adjoining property.

AMENDMENTS: These covenants may be amended upon written approval of at least 75% of the owners of lots within the protected area, upon a basis that an owner is entitled to one vote for each lot owned in said protected area.

TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded.

Amended Eaglewood Entry II (Subdivision)

RETURNED
SEP 20 1993

1062663 1664 736
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1993 SEP 20 12:34 PM FEE \$5.00 DEP \$M
REC'D FOR EAGLEWOOD DEV. LTD

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OR GRANT OF EASEMENTS FOR THE AMENDED EAGLEWOOD / ENTRY II SUBDIVISION

This Declaration of Covenants, Conditions, Restrictions and Reservation or Grant of Easements (hereinafter referred to as the "Declaration"), is made and executed as of the 17th day of September, 1993, by EAGLEWOOD DEVELOPMENT, LTD, a Utah limited partnership ("Eaglewood"); in contemplation of the following facts and circumstances:

RECITALS:

A. Eaglewood is the fee title owner of certain real property situated in the City of North Salt Lake, County of Davis, State of Utah known as all of Lots 1 through 25 of the AMENDED EAGLEWOOD / ENTRY II SUBDIVISION, as such Plat is shown on the Official Records of the Davis County Recorder as Entry No. 1062663 at Page 735 in Book 1664 (hereinafter collectively the "Property"). The legal description of the Property is attached hereto as Exhibit "A" and by this reference is made a part hereof.

B. The development, configuration, location, grading of: (i) the Property; (ii) the infrastructural improvements thereon; and (iii) the Lots situated thereon have been designed around an eighteen hole golf course and related facilities consisting of approximately 161 acres of real property. The Golf Course may be owned by Eaglewood, its successors-in-interest to the Golf Course or other owner and operator of the Golf Course, as determined at the sole discretion of Eaglewood.

C. Eaglewood desires that the Subdivision be developed and the improvements thereon be constructed generally in accordance with a master plan and general scheme of development into a residential community known as Eaglewood Estates in conjunction with the development and ongoing operation of the Golf Course.

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

1. DEFINITIONS.

1.1 "Course Owner" shall mean that entity who owns and/or operates the Golf Course.

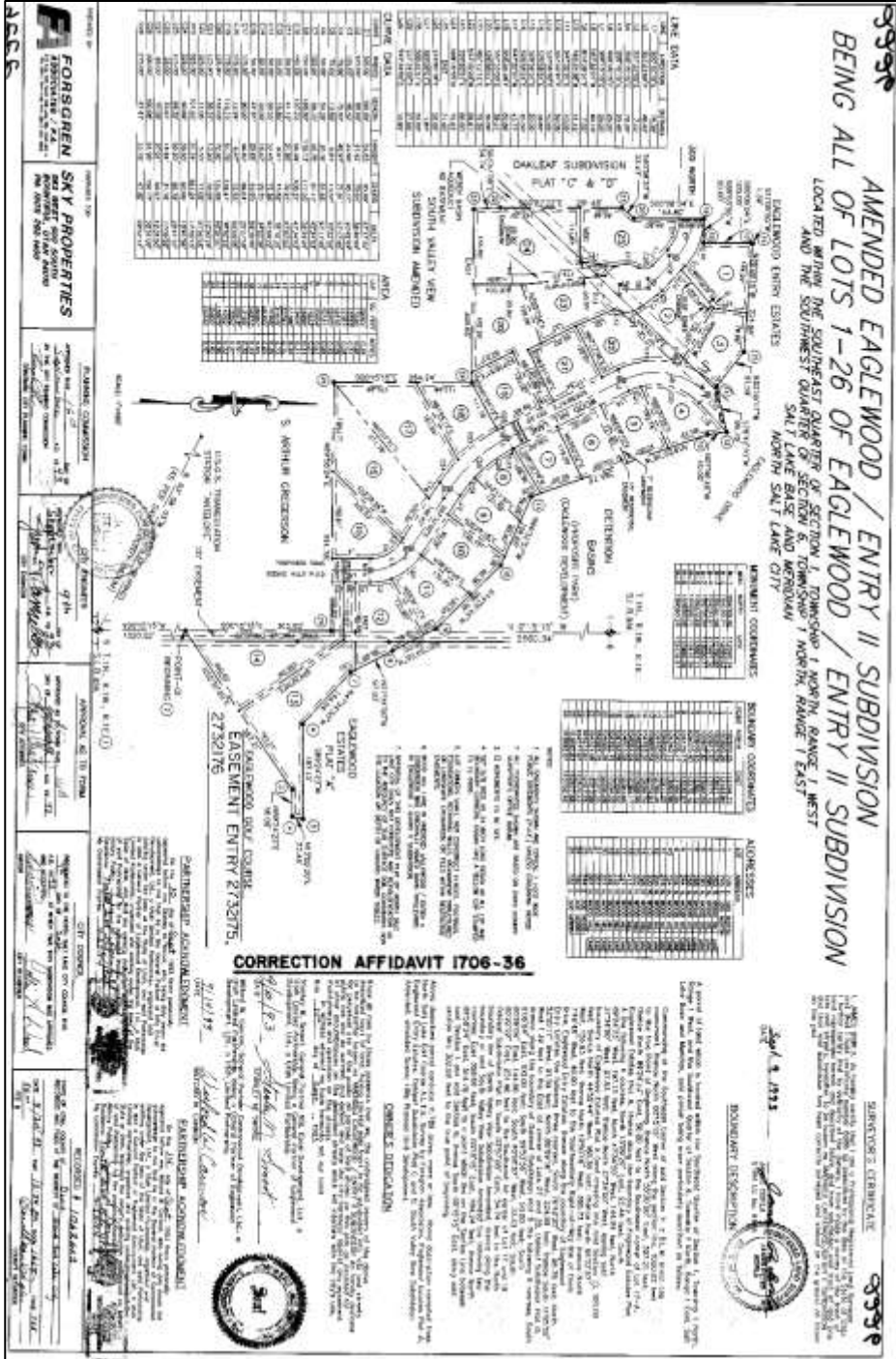
1.2 "Committee" shall mean that committee as described in Section 4, herein, that is charged with the responsibility of review and approval of all items set forth in said Section 4.

Eaglewood/Entry II Declaration

-1-

(10693)

AMENDED EAGLEWOOD / ENTRY II SUBDIVISION
BEING ALL OF LOTS 1-26 OF EAGLEWOOD / ENTRY II SUBDIVISION
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 EAST
AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
NORTH SALT LAKE CITY

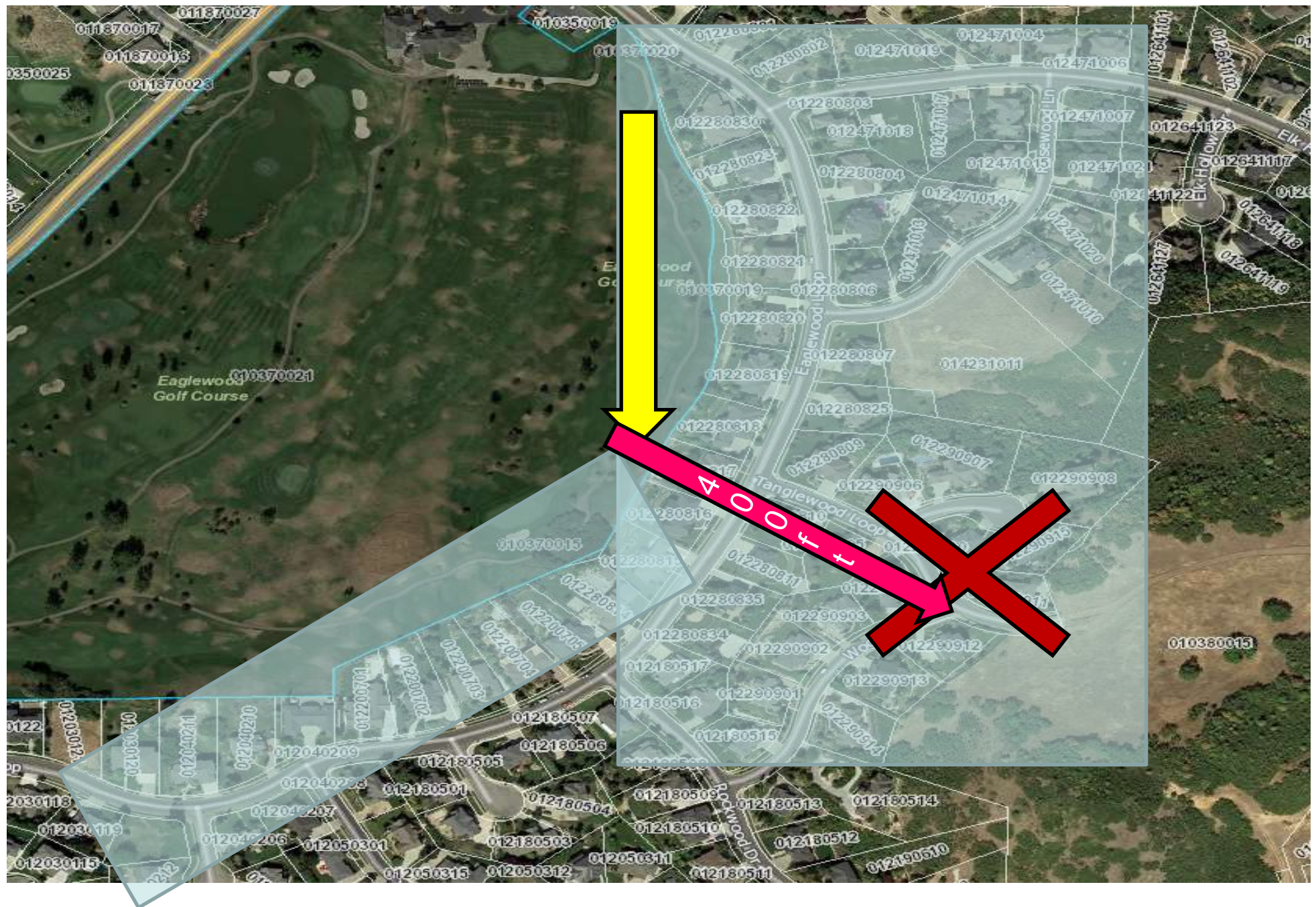




6.2 Easements and Assumption of Risk for Golf Course Lots.

6.2.1 Stray Ball Easement. Each Owner hereby expressly assumes the risk relating to the proximity of their Lot to the Golf Course and each Owner agrees that it shall take their Lot subject to the following stray ball license and/or easement:

(ii) Stray Ball Easement Upon Lot Subsequent to Construction of Residence. After a residence has been constructed upon a Lot, the Owner of said Lot acknowledges and agrees that, due to the proximity of the Lot to the Golf Course, stray golf balls might enter upon the Lot and some of the players playing upon the Golf Course might enter upon said Lot to retrieve said stray golf balls. In the event that a golf ball enters upon said Lot or any player enters upon said Lot to retrieve or play a stray golf ball, the Owner of said Lot agrees that neither Eaglewood nor the Course Owner shall be responsible or liable for: (a) any damages caused by the stray balls or players; or (b) any claim of trespass that the Owner of said Lot may assert or be entitled to assert resulting therefrom.



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(ii) Stray Ball Easement Upon Lot Subsequent to Construction of Residence. After a residence has been constructed upon a Lot, the Owner of said Lot acknowledges and agrees that, due to the proximity of the Lot to the Golf Course, stray golf balls might enter upon the Lot and some of the players playing upon the Golf Course might enter upon said Lot to retrieve said stray golf balls. In the event that a golf ball enters upon said Lot or any player enters upon said Lot to retrieve or play a stray golf ball, the Owner of said Lot agrees that neither Eaglewood nor the Course Owner shall be responsible or liable for: (a) any damages caused by the stray balls or players; or (b) any claim of trespass that the Owner of said Lot may assert or be entitled to assert resulting therefrom.

6.2.3 Restricted Access to Golf Course. Notwithstanding the proximity of the Subdivision to the Golf Course, each Owner acknowledges that ownership of any Lot, does not convey to said Owner or create in favor of said Owner any interest in or rights to the use of the Golf Course. Use of the Golf Course shall be strictly limited and controlled by the Course Owner, at its sole and absolute discretion.

6.2.2 Assumption of Risk by Owner and Indemnification. Each Owner hereby expressly assumes the risk relating to the proximity of their Lot to the Golf Course and each Owner agrees that neither Eaglewood, the Course Owner, nor its guests, invitees, or clients nor any entity responsible for the design, construction, ownership, management or operation of the Golf Course shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Lot to the Golf Course, including, without limitation, any claim arising in whole or in part from the negligence of Eaglewood, or any entity responsible for the design, construction, ownership, management or operation of the Golf Course. Owner hereby agrees to indemnify and hold harmless Eaglewood and any entity responsible for the design, construction, ownership, management or operation of the Golf Course, including the Course Owner, against any and all claims by Owner or Owner's invitees or guests.



When Recorded Return To:
City of St. George
Attn: Legal Department
175 East 200 North
St. George, Utah 84770

DOC # 20110024470
Page 1 of 11
Agreement
Russell Shirts Washington County Recorder
09/11/2011 10:33:29 AM Fee \$ 0.00
By ST. GEORGE CITY

Tax ID #: 56-5UR-All Phases

RIGHT-OF-WAY EASEMENT AGREEMENT Golf Cart Use at Sun River St. George

THIS RIGHT-OF-WAY EASEMENT AGREEMENT (hereafter "Agreement") is entered into this 28th day of April, 2011, by and between the City of St. George, a Utah municipal corporation (hereafter "City"), and Sun River St. George Community Association, Inc. (hereafter "SunRiver"). City and SunRiver are at times referred to together herein as the "Parties."

WITNESSETH:

WHEREAS, the real estate development known as SunRiver St. George (the "Community") is located within the municipal boundaries of the City;

WHEREAS, SunRiver is a non-profit corporation whose membership includes all of the homeowners in the Community;

WHEREAS, transportation within the Community is facilitated by the presence of both private roadways, owned and maintained by SunRiver, and public roadways dedicated to the public and maintained by the City.

WHEREAS, SunRiver desires for its members, their guests and invitees, to have the ability to drive golf carts on the public roadways located within the Community, for the purpose of travelling between locations within the Community; and

WHEREAS, City is willing to permit SunRiver's members, guests and invitees said ability, upon the following terms and conditions.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement, together with good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Easement.** City hereby grants to SunRiver a nonexclusive easement in the public rights-of-way more particularly described herein below and in Exhibit "A" attached hereto, the scope of use of which shall be strictly limited to the fulfillment of the purposes stated herein, and

Sun River (Subdivision)

4461 Country Club Dr
St. George, Utah

Google

Street View - Oct 2012



Country Club

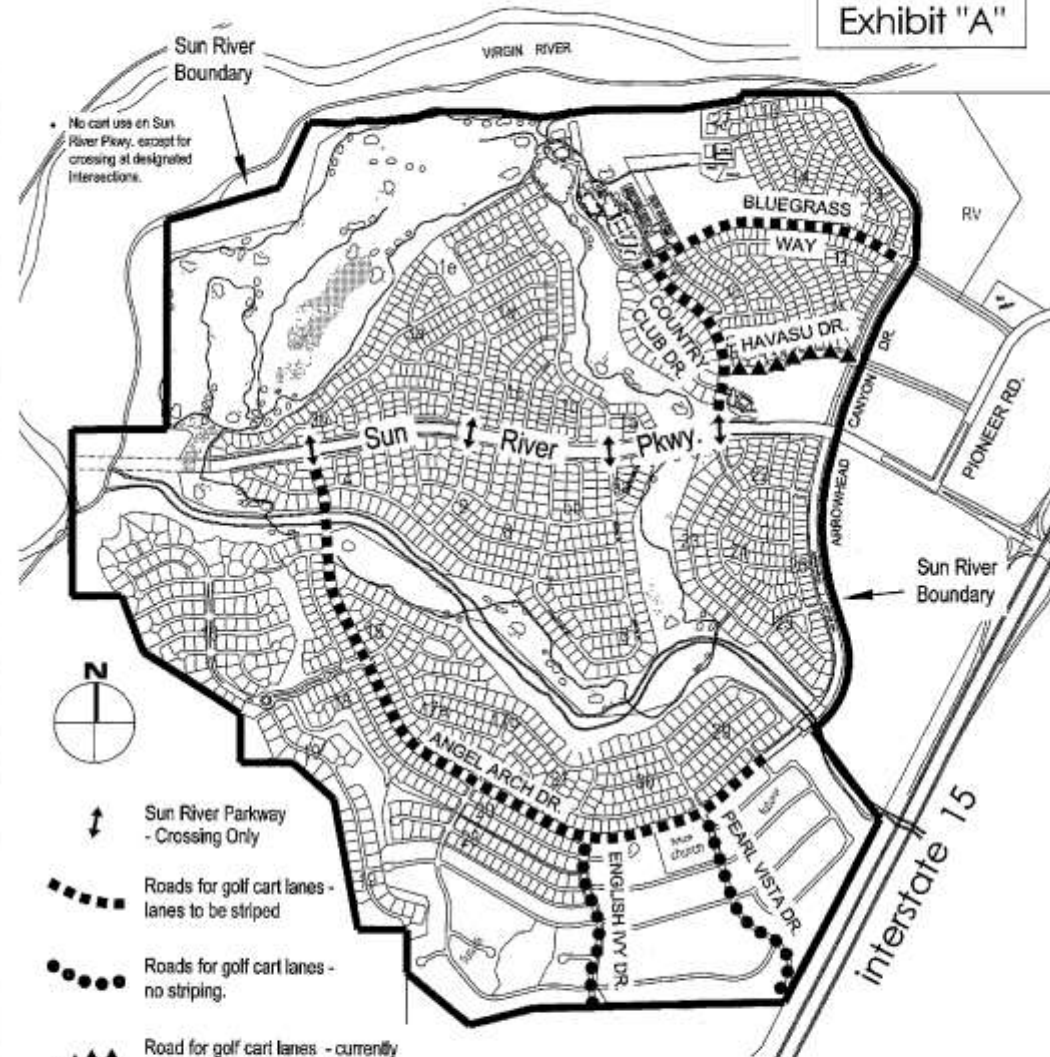
Google



3. **Purposes.** SunRiver desires to use the Golf Cart Travel Lanes for the purpose of travel by golf cart upon said Roadways by SunRiver's members, their guests and invitees.

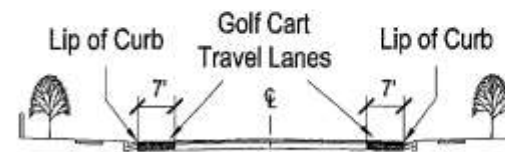
4. **Definition of Golf Cart.** For purposes of this agreement, "Golf Cart" shall mean and refer to any self-propelled device of conveyance of at least four wheels (whether or not authorized for operation on public streets), designed for the primary purpose of transporting a person or persons on golf courses, and which is also permitted to be used upon the private golf course(s) that are operated by SunRiver in the Community. "Golf Cart" shall exclude any vehicle classified pursuant to Utah Code Annotated 41-1a-102 (2010, as amended) or other Utah state law as a "motor vehicle," an "all-terrain type I vehicle," or an "all-terrain type II vehicle," the use of each of which upon the Roadways shall be governed by existing laws and ordinances.

Exhibit "A"



Golf Cart Travel Lanes
Sun River St. George

for SUN RIVER ST. GEORGE
6-29-11



TYPICAL CROSS-SECTION - SCALE : NONE

Golf View Estates Phase 1 At Copper Rock Subdivision

DOC # 20200038015

Restrictive Covenants Page 1 of 54
Fairway Vista Estates LC
27/21/2020 01:00:20 PM Fee \$ 40.00
By: FAIRWAY VISTA ESTATES LC



After Recording, Mail to:
Fairway Vista Estates LC
3376 S. 1100 W.
Hurricane, UT 84737

MASTER DECLARATION FOR COPPER ROCK GOLF COURSE COMMUNITY

This MASTER DECLARATION of covenants, conditions, restrictions, and easements is made by Fairway Vista Estates LC, a Utah limited liability company ("Declarant"), to establish a master planned community known as the Copper Rock Golf Course Community.

RECITALS

Declarant is the owner of certain real property located in Washington County, State of Utah, which is more particularly described below. Declarant is desirous of subjecting this real property, along with all improvements constructed or to be constructed thereon, to the Utah Condominium Ownership Act, Title 57, Chapter 8 of the Utah Code and Utah Community Association Act and/or Title 57, Chapter 8a of the Utah Code (collectively referred to as the "Act") dividing, selling and conveying the same to various purchasers subject to the covenants, conditions, easements, and restrictions contained in this Declaration and the provisions of the Act.

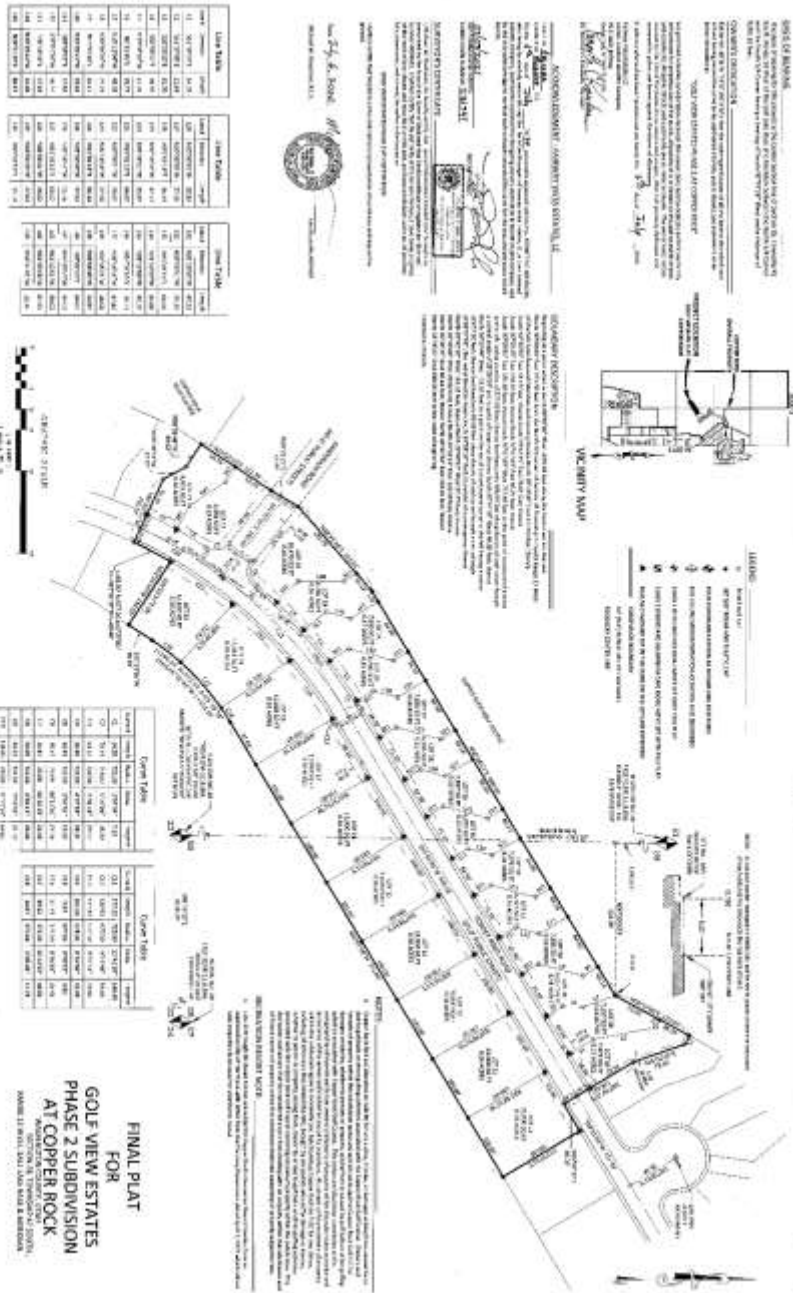
PURPOSE AND INTENT

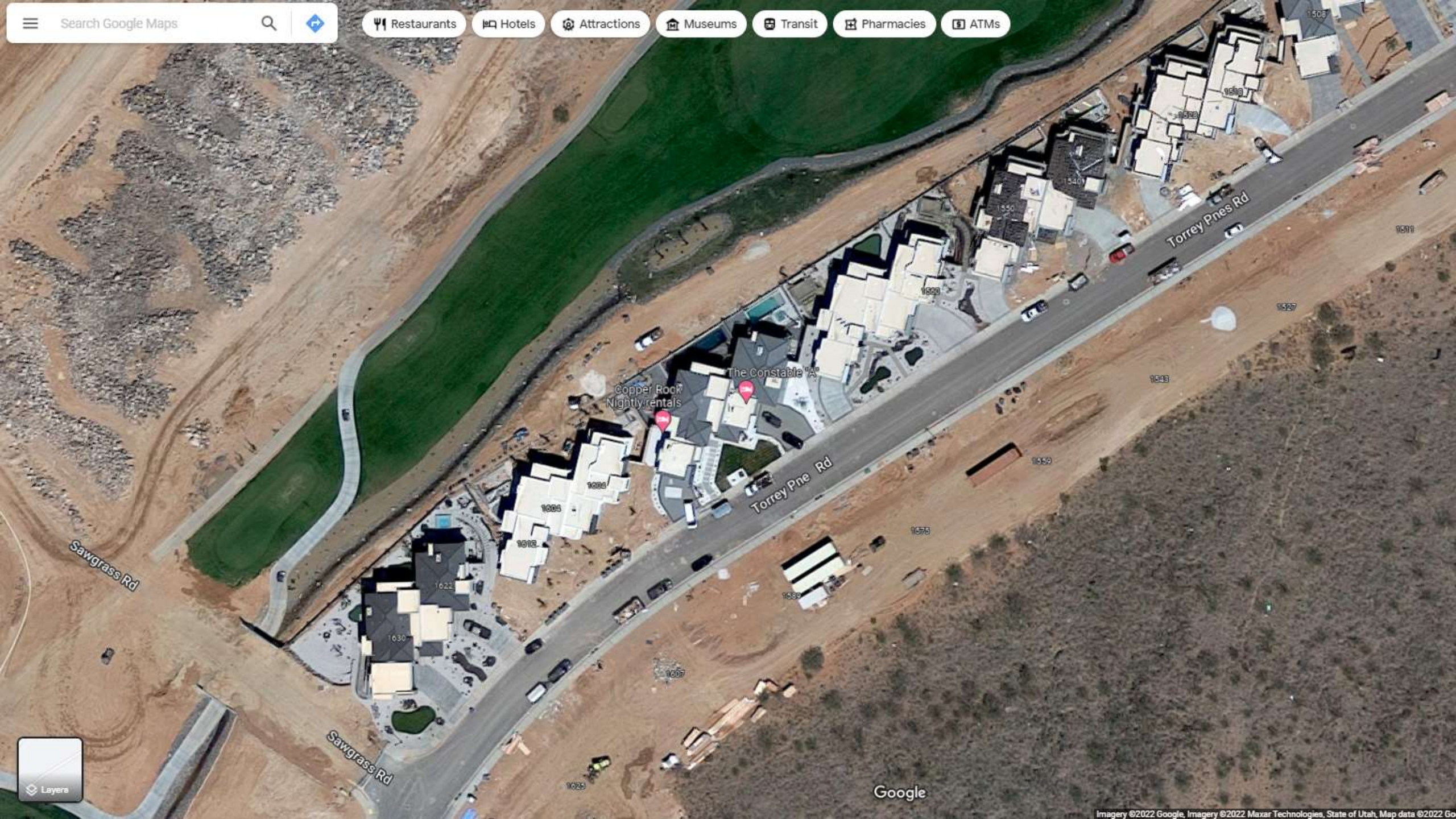
Declarant desires and intends to protect the value and desirability of the Property as a harmonious and attractive residential and resort community. Therefore, Declarant has conveyed and will convey the Property subject to the covenants, conditions, restrictions, and easements, which, along with the Governing Documents, provides for a governance structure and a system of standards and procedures for the development, expansion, maintenance, and preservation of the Property as a master planned residential and resort community.

The Property encompasses and will continue to encompass different neighborhoods which may, in addition to the covenants, conditions, and restrictions set forth herein, have specific covenants, conditions, restrictions, or assessments specific to that neighborhood only. The neighborhoods may include planned unit development, condominium, or other regimes compatible with residential use as Declarant may desire and as allowed by applicable federal, state, and local law. The Property may also encompass recreational areas and facilities, open space, and one or more golf courses.

THEREFORE, to effectuate its intent, the Property is subject to the following covenants, conditions, restrictions, and easements, which, along with the Governing Documents, provides

MASTER DECLARATION FOR COPPER ROCK GOLF COURSE COMMUNITY | 1





NOTES:

1. Copper Rock Golf LLC disclaims all liability for any claims, injuries, or damages arising from, caused by or due to golf balls or other golfing activities associated with the Copper Rock Golf Course. Owners and tenants of property within this subdivision waive any and all claims against Copper Rock Golf LLC for damages or injuries, whether to persons or property, arising from or caused by golf balls or other golfing activities associated with Copper Rock Golf Course. This waiver and disclaimer constitutes and is recognized by all current and future owners and tenants of property within this subdivision as notice and acceptance of this waiver and disclaimer and all its provisions. All current or future owners of property within this subdivision agree to indemnify and hold harmless Copper Rock Golf LLC for any claims, including all attorney's fees related thereto, brought by any parties who suffer damage or injuries, whether to person or property, arising from, caused by or due to golf balls or other golfing activities associated with the Copper Rock Golf Course occurring on owner's property within the subdivision. This disclaimer and waiver shall be considered a condition running with all property within this subdivision and all future owners of property within this subdivision that take ownership of property subject hereto.

10.3. Golf Balls, Disturbances, and Nuisances. Each Owner acknowledges and agrees that his Lot may be located adjacent to or near Golf Course Land and related facilities and that golf course related activities, such as regular course play, will be held at the Golf Course. Each Owner acknowledges that the location of his Lot may result in nuisances or hazards to persons and property on or around such Lot as a result of golf course operations and golf course-related activities, including, without limitation, the following: (a) regular golf course play insofar as golf balls are not susceptible of being easily controlled and accordingly may enter a Lot Owner's airspace, and strike a Lot Owner, the Lot Owner's guests, the Lot itself, walls, roof, windows, landscaping, and personal property causing personal injury and property damage; (b) maintenance activities, including but not limited to lawn mowing at early or late evening hours, and the use of fertilizers, chemicals, and pesticides; and (c) overspray from watering.

10.4. Release and Indemnification. Each Owner covenants for himself and his successors, assigns, lessee's and guests that he shall and hereby does assume all risks associated with such location, including, but not limited to, the risk of property damage, personal injury, or other loss arising from stray golf balls or actions incidental to such golf course-related activities and releases and shall indemnify and hold harmless the Master Association, including the Board, the Declarant, the owner of such Golf Course, and any officers, members, managers, employees, or agents of the Master Association, the Declarant, and the owner of such Golf Course from any liability, claims, or expenses, including attorney fees, arising from such property damage, personal injury, or other loss. Each Owner further covenants that Declarant and the owner of any Golf Course Land shall have the right to subject all or any portion of the Owner's Lot to an easement for the maintenance, operation, or use of the Golf Course Land, and to the carrying out of golf course-related activities.



c) Golf Course Lots: The above restrictive covenants regarding fences shall apply to golf course lots with the additional restriction that no fence, wall or hedge shall extend beyond the rear yard set back except that a fence, wall or hedge not exceeding three feet six inches may enclose no more than one-half the area beyond the rear yard set back.

16. WATER FRONT LOTS: The above restrictions shall apply to water front lots with the additional restriction that no fence, wall, hedge, tree or other encumbrance shall extend nearer than five feet six inches to the high water line. No fence, wall or hedge shall extend beyond the rear yard set back except that a fence, wall or hedge not exceeding three feet six inches in height may enclose no more than one-half the area beyond the rear yard set back.

17. BOAT DOCKING FACILITIES: No dock, ramp, permanent or floating structure may extend more than eight feet from the shoreline. All such structures must be maintained in an attractive, safe condition. Any such structure which is or becomes unsound and a menace or hazard to navigation must be removed or repaired. Pilings must be at least six inches by six inches in dimension and must be of acceptable piling construction and material. The construction of all boat docking facilities is subject to approval of the architectural control committee.

BOOK 3444 PAGE 391

2577698

ALTA HILLS SUBDIVISION
RESTRICTIVE COVENANTS

KIRTON LAND AND INVESTMENT CORPORATION, a corporation of Utah, with its principal place of business in Salt Lake City, Salt Lake County, State of Utah, the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Lots 1 through 88, ALTA HILLS SUBDIVISION, a subdivision of Salt Lake County, State of Utah, according to the official plat thereof on file and of record at the office of the Salt Lake County Recorder.

Does hereby place the hereinafter designated restrictive covenants upon all of the lots of said subdivision.

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Lots 1 through 88 shall be known as "residential lots." No structure shall be erected, altered, placed or permitted to remain on any "residential lot" other than one detached single family dwelling, a private garage, a guest house and out-buildings for pets as hereinafter described.

No residential structure, nor any part thereof shall be erected, altered, placed or permitted to remain on any parcel of land containing less than an entire residential lot, unless said parcel shall have a width of at least 105 feet at the front building set back line.

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of CHARLES R. KIRTON and other members selected by him or by a representative designated by the members of said committee. In the event of death or resignation of any members of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a represent

[illegible]



No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of CHARLES R. KIRTON and other members selected by him or by a representative designated by the members of said committee. In the event of death or resignation of any members of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event all the members of said committee die or in the event the committee ceases to function, then 50 percent of the owners of the lots in said subdivision shall have the right to elect a committee. In the event said committee, or its designated representative fails to approve or disapprove such design and location 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. This committee shall have the right to vary the requirements as set forth in Section II, but said variance shall not be valid unless obtained in writing.

0330

5210

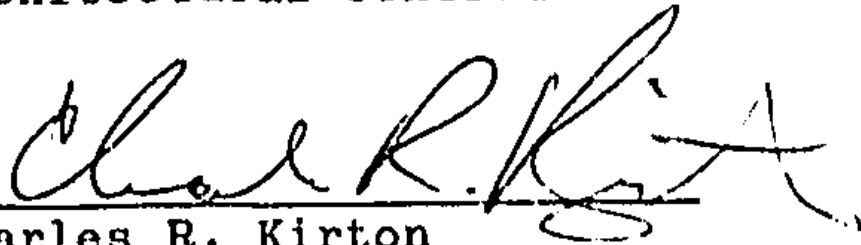
498

5210330
05 MARCH 92 03:28 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
GUARDIAN TITLE
REC BY: REBECCA GRAY DEPUTY

TRANSFER OF AUTHORITY

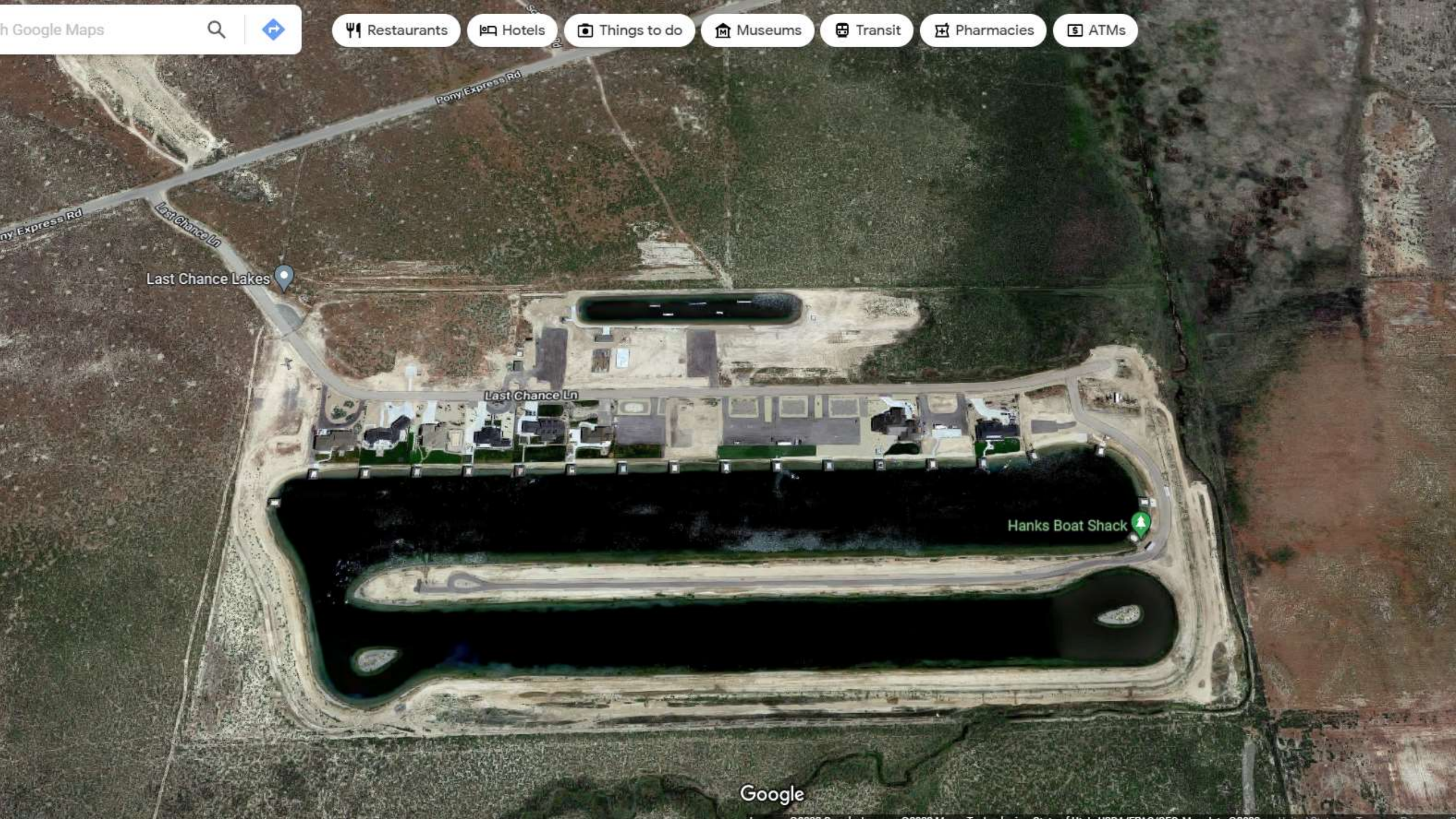
TRANSFER OF AUTHORITY
ARCHITECTURAL CONTROL COMMITTEE
ALTA HILLS SUBDIVISION

According to provisions made in the "Alta Hills Subdivision Restrictive Covenants" recorded October 24, 1973 (Book 3444, Page 391, records of Salt Lake County, Utah) Page 1, Article I, Paragraph 3; I, CHARLES R. KIRTON, do hereby transfer, give and convey my authority as architectural control committee to DAVID K. RICHARDS who shall assume all rights and responsibilities for architectural control as set forth in said covenants.



Charles R. Kirton

BOOK 3444 PAGE 391



c. Risks Associated with Lake. Each Owner purchasing a Lot, each Lessee, and each person using and/or entering the Property, including any trespassers, acknowledges the inherent and unavoidable potential dangers and hazards, including bodily injury, death or property damage, whether caused by accident, negligence or lack of due care, of (1) entering land with a Lake, Lake Amenities and other improvements, (2) purchasing, owning, leasing, or using land adjacent to a Lake, Lake Amenity, an unfenced body of water, (3) the sport of water skiing and wake boarding or other water recreational activities which will frequently occur on the Property and (4) the operation of motorized water craft in such lake. Owners, their tenants and contract purchasers, and their respective family members, Guests and invitees assume the various risks involved in living and/or coming upon the Project and/or using the Lake. Each Owner, tenant and contract purchaser shall execute such waiver or releases of claims, hold harmless agreements or acknowledgments as the Association may require from time to time as a condition to use of the Lake or other portion of the Common Area by the Owner, tenant, or contract purchaser or any parties deriving use privilege through them, and each shall be solely responsible to ensure the safety of all persons as a result of their actions or omissions and those of all persons deriving use privileges, including but not limited to the safety of such persons and all other persons present at the Project with the actual or implied permission or consent of any such person, the safety of small children or non-swimmers in the vicinity of any lake, the prevention of unauthorized or other dangerous use of any lake by persons deriving use privileges from them, and the proper and safe operation of all watercraft. The Association will not employ or otherwise have available lifeguards, monitors, supervisors or other persons to monitor or supervise use of the Lake, the activities of persons on or at the Lake or the safety of any person, and no act or omission of the Association shall create any responsibility or obligation of the Association, the Board, the Officers of the Association or the members to monitor or supervise the Lake or Common Area use.

By Ntsimp - Own work, Public Domain,
<https://commons.wikimedia.org/w/index.php?curid=6069051>



East Layton City

- East Layton is a former city in Davis County, Utah, United States. Adjacent to Layton, it was incorporated in 1936 in order to secure funding for a community water system. East Layton remained a small, steadily growing residential town for decades, becoming a city in 1972. Rapid expansion during the 1970s led to a merger in 1981 with Layton, now Davis County's most populous city and one of the largest in Utah.

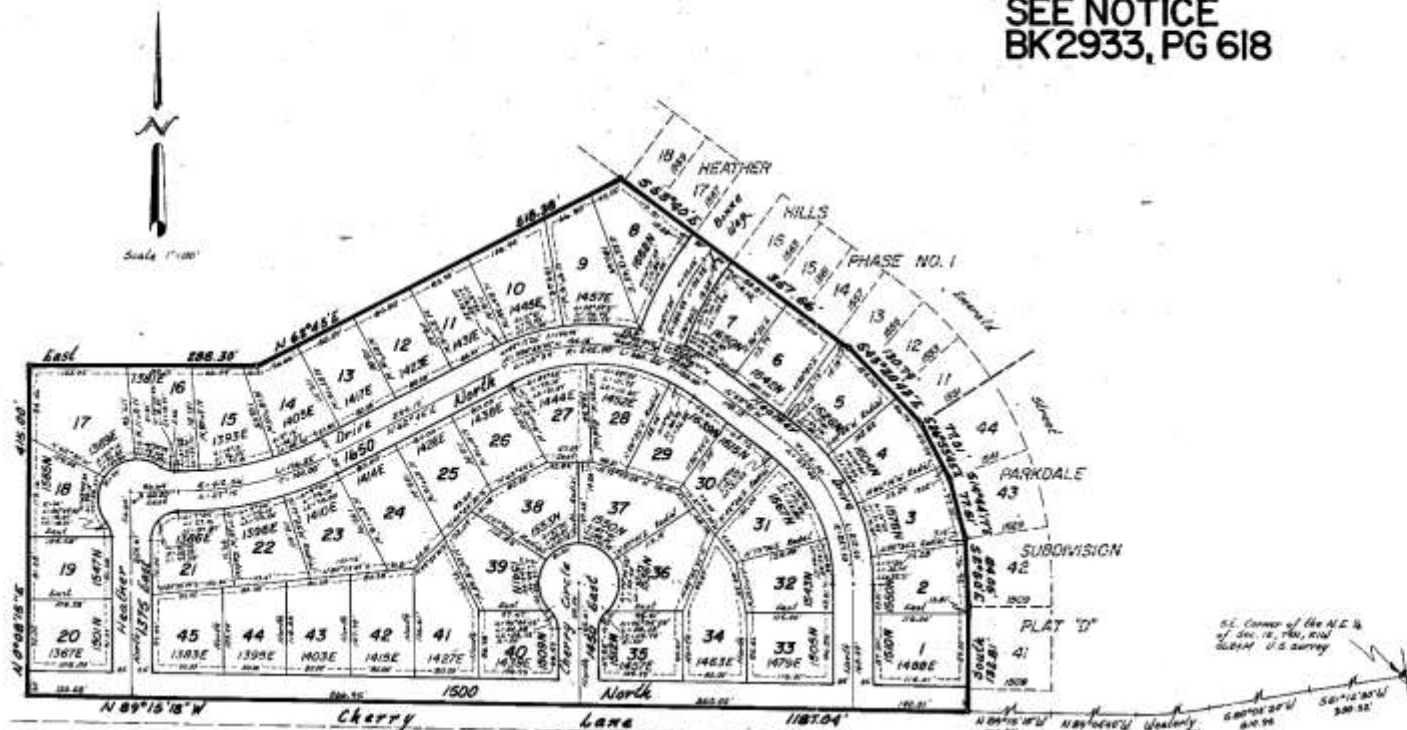
HEATHER HILLS SUBDIVISION NO. 3

A PART OF SECTION 15, T4N, R1W, SLB&M, U.S. SURVEY

EAST LAYTON, DAVIS COUNTY, UTAH

JUNE, 1975

SEE NOTICE
BK2933, PG 618



COUNTY RECORDER

Entry No. 416898 Fee Paid \$32.50
Filed for record and recorded this 30th
day of July A.D. 1975 at 11:30 A.M. in
Book 573 of D.R. Page 665.

Margaret J. Benson
County Recorder

NOTE: See Correction in Book 226 of Official Returns Page 450.

NOTE: Utility and Drainage
Easements each side of
Property line as indicated
by dashed lines.

PREPARED BY:
BREAT BASIN ENGINEERING & SURVEYING INC.
CIVIL ENGINEERS LAND SURVEYORS
Ogden, UTAH

EAST LAYTON
CITY ENGINEER
I hereby certify that I have carefully
investigated the lines of Survey of the
forfeiting plat and legal description of
the land embraced therein, and find them
to be correct and to agree with the lines
and monuments on record in this office.
Signed this day of July, 1975.
James D. Jensen
Signature

EAST LAYTON
CITY APPROVAL
This is to certify that this plat and
dedication of this plat were duly approv-
ed and accepted by the City Council
of East Layton City, Utah this 10 day of
July, 1975.
Richard L. Hunt
City Recorder

SURVEYORS CERTIFICATE
I, Jay R. Anderson, a registered land surveyor in the State of
Utah, do hereby certify that this plat of Heather Hills Subdivision No. 3
in Davis County, Utah has been correctly drawn to the designated
scale and is a true and correct representation of the following
description of lands included in said subdivision, based on data
compiled from records in the Davis County Recorder's Office, and of
a survey made on the ground.

Signed this 11th day of June, 1975.

6450
License No. Signature

OWNERS DEDICATION

We the undersigned owners of the herein described tract of land,
hereby set apart and subdivide the same into lots and streets as
shown on this plat, and hereby dedicate, grant and convey to said City of East Layton, Utah,
all those parts or portions of said tract of land designated as streets,
the same to be used as public thoroughfares forever, and also dedi-
cate to said City those certain streets as easements, for public utility
and drainage purposes as shown hereon, the same to be used for the
installation, maintenance, and operation of public utility service
lines and drainage as may be authorized by East Layton City.

Signed this day of June, 1975.

James E. River Corp.

James E. River (President) Norma A. River (Secretary)

ACKNOWLEDGEMENT

State of Utah
County of Weber
On this 11th day of June, 1975, personally appeared before me
the undersigned Notary Public, the signers of the above Owners
Dedication, in number, who duly acknowledged to me they
signed it freely and voluntarily and for the purposes therein
mentioned.

Signed this day of June, 1975.
Commission Expires
Notary Public

State of Utah
County of Weber
On this day of June, 1975, personally appeared before me
and after being duly sworn
and acknowledged to me they are
Corporation and that they signed the Owners Dedication freely,
voluntarily and in behalf of said Corporation for the purposes
therein mentioned.

Commission Expires Notary Public

BOUNDARY DESCRIPTION

A part of Section 15, T4N, R1W, SLB&M, U.S. Survey: Beginning at a
point which is 50°12'30" W 200.00 ft, S 60°00'00" W 200.00 ft, westerly
along the arc of a 200.00 ft. radius curve to the right 157.00 ft, N 89°04'45" W
200.00 ft, and N 89°15'10" W 100.00 ft from the S.W. corner of the N.E. 1/4
of said Section 15, said point is at the S.W. corner of Parkdale Subd.
Plat "D", running thence N 89°15'10" W 187.00 ft, thence S 60°00'00" W 100.00 ft,
thence East to 200.00 ft, thence N 89°04'45" W 100.00 ft, to the west line of
Heather Hills Phase No. 1, thence two courses along said west line as
follows: S 60°00'00" W 157.00 ft, S 60°00'00" W 100.00 ft, to the N.W. corner of
Parkdale Subd. Plat "D", thence four courses along the
west line of said Plat "D" as follows: S 20°55'45" E 77.00 ft,
S 44°41'15" E 77.00 ft, S 60°00'00" W 100.00 ft, and South
187.00 ft to the Point of Beginning.

**EAST LAYTON
PLANNING COMMISSION**

Approved by the East Layton City Planning
Commission on the 1 day of July, 1975.
Richard L. Hunt
Chairman

**EAST LAYTON
CITY ENGINEER**

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this day of , 1975.

Junior D. Green
Signature

**EAST LAYTON
CITY APPROVAL**

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of East Layton City, Utah this 1st day of July, 1975.

LeRoy Ostall
ACTING MAYOR

Attest:

Arthur L. Hunt

Title:

City Recorder

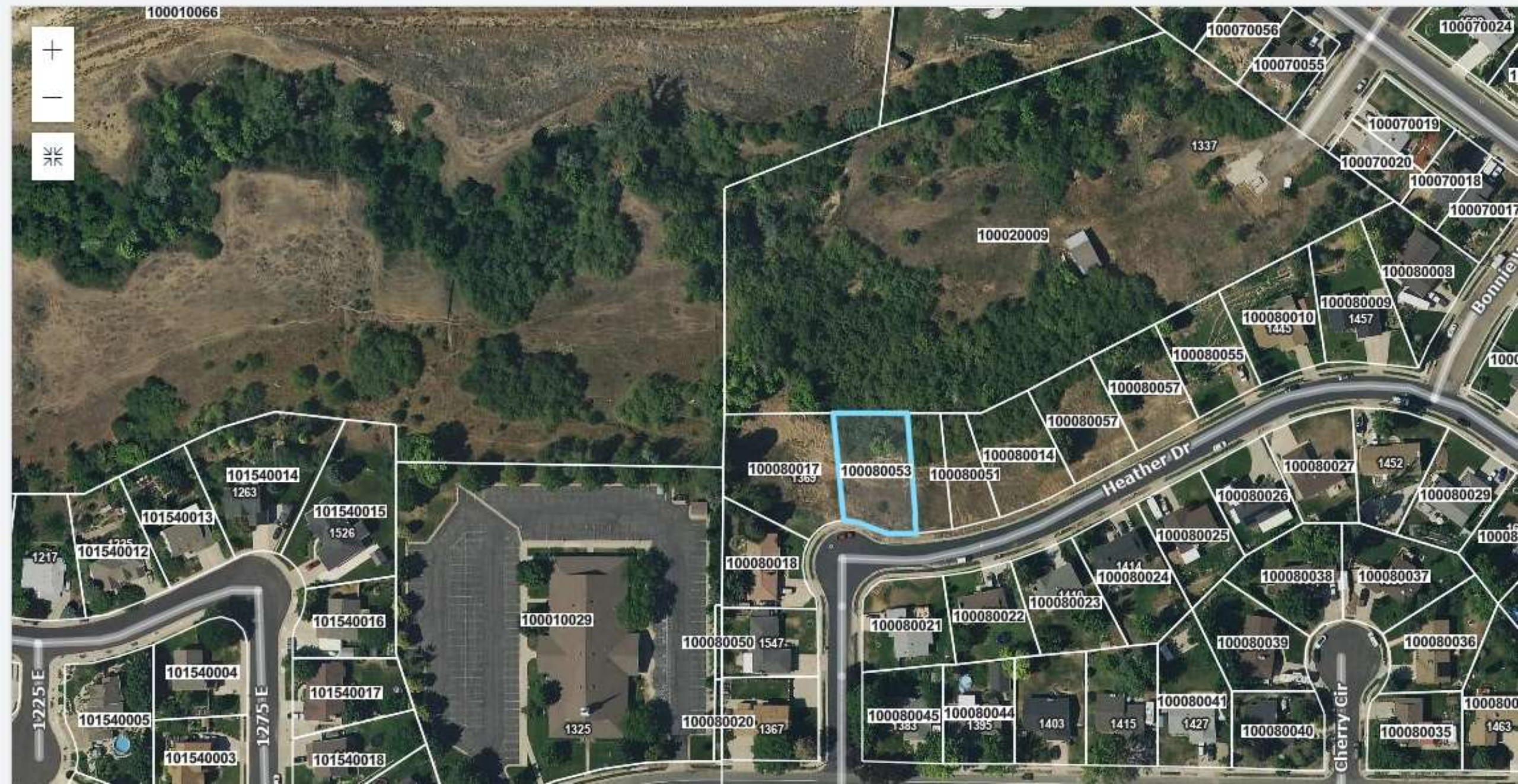
12. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

4. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as

[illegible]

Utah State Parcels





🍴 Restaurants

🏨 Hotels

📷 Things to do

🏛 Museums

🚆 Transit

🏪 Pharmacies

🏧 ATMs



The Church of
Jesus Christ of Latter...

Google



Restaurants



Hotels



Things to do



Museums



Transit



Pharmacies

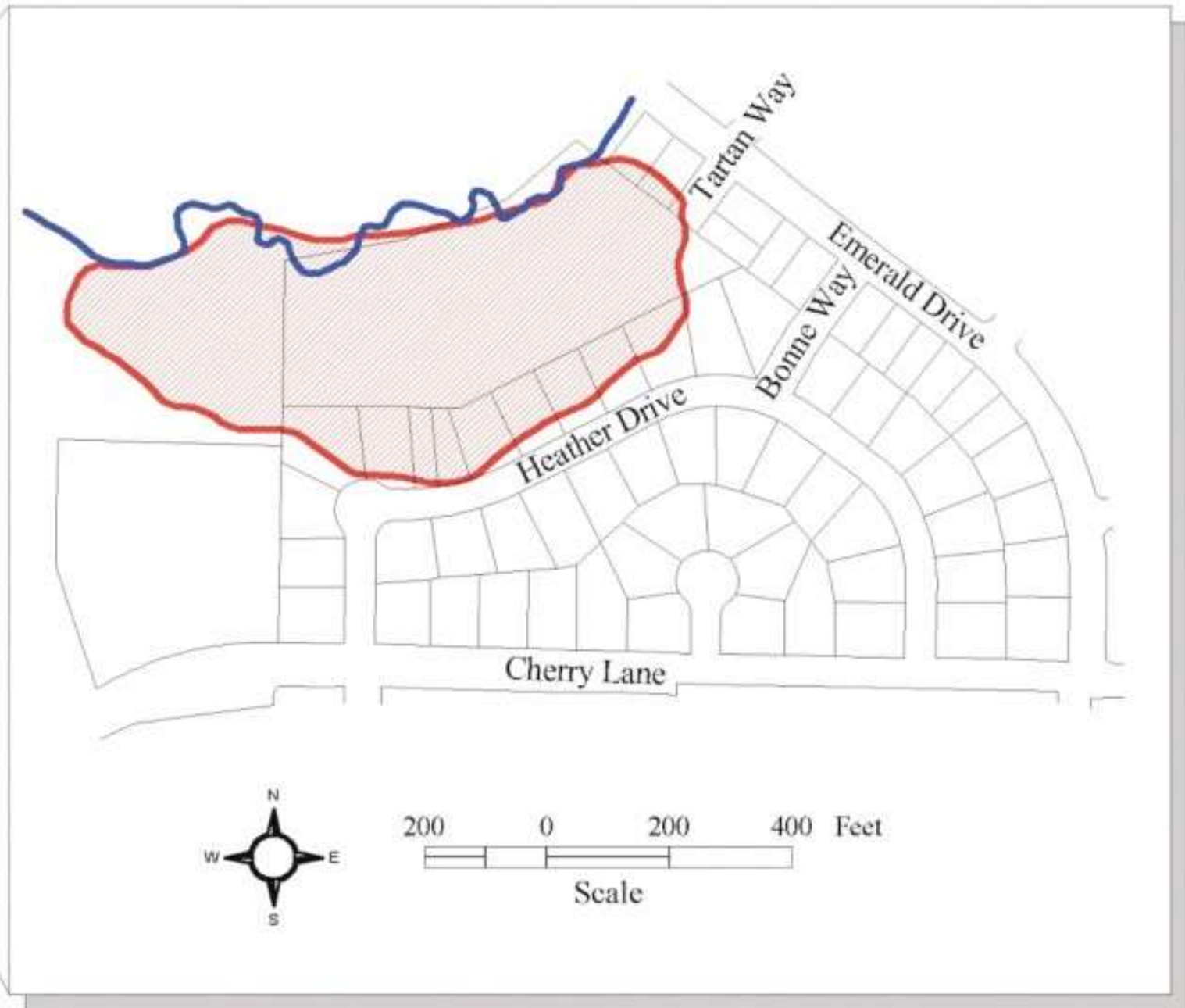


ATMs

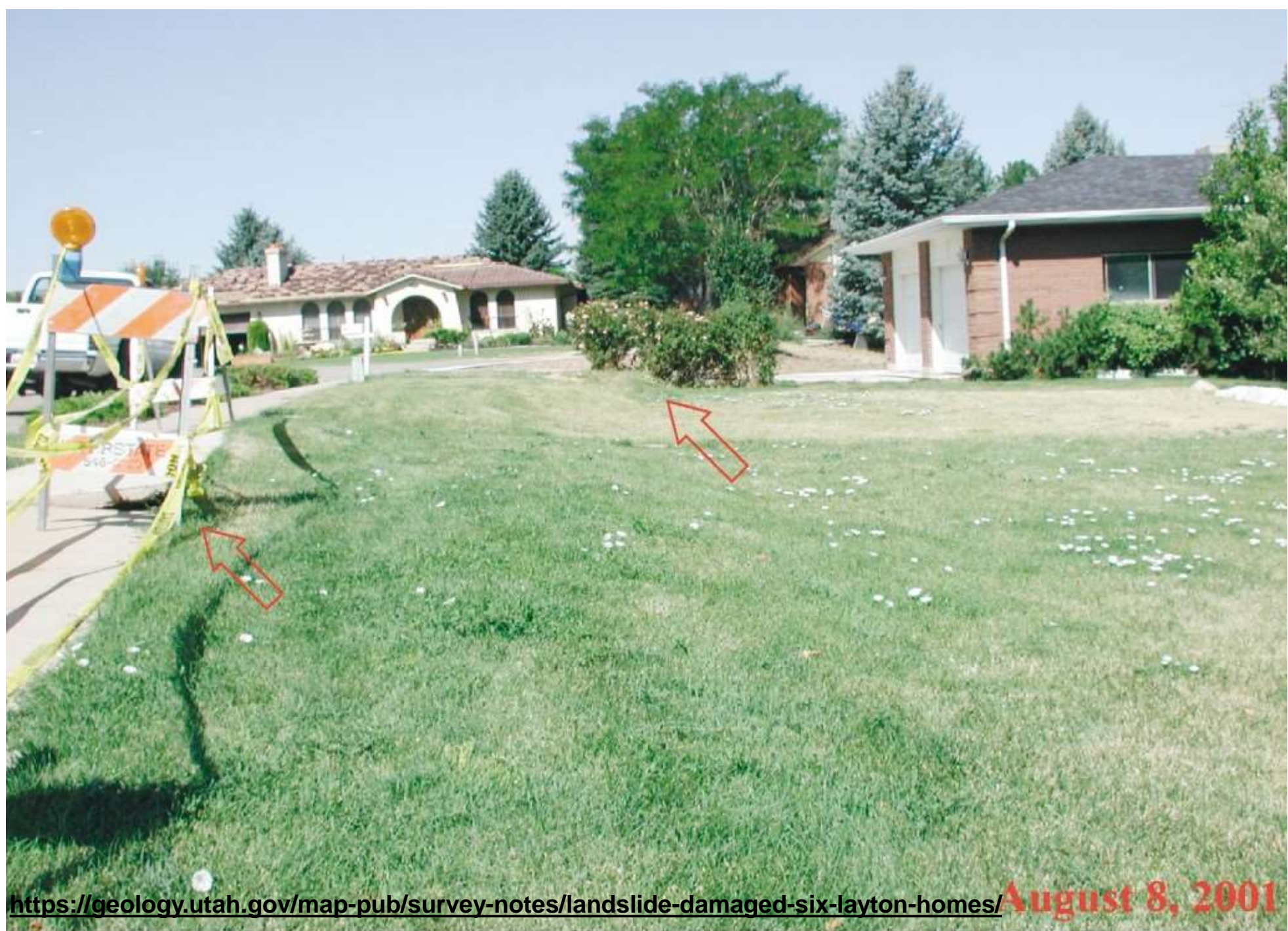
The Church of
Jesus Christ of Latter...

Google

1337



- The overall movement pattern suggests landslide movement may have started in 1997 or 1998 following several years of above-normal precipitation that likely increased ground-water levels. The landslide then moved intermittently and/or at an extremely slow to slow rate until a through-going slip surface was finally established and the shear strengths along the slip surface were sufficiently reduced to allow the accelerated movement that took place in late-August 2001.
- Landslide movement damaged six houses. Three of these houses were moved off the landslide and three were demolished due to landslide-related damage. Two houses straddled the main scarp and four were on the landslide head. Underground natural gas and electric utilities were relocated to the south side of Heather Drive.



<https://geology.utah.gov/map-pub/survey-notes/landslide-damaged-six-layton-homes/> August 8, 2001



<https://geology.utah.gov/map-pub/survey-notes/landslide-damaged-six-layton-homes/>

August 27, 2001



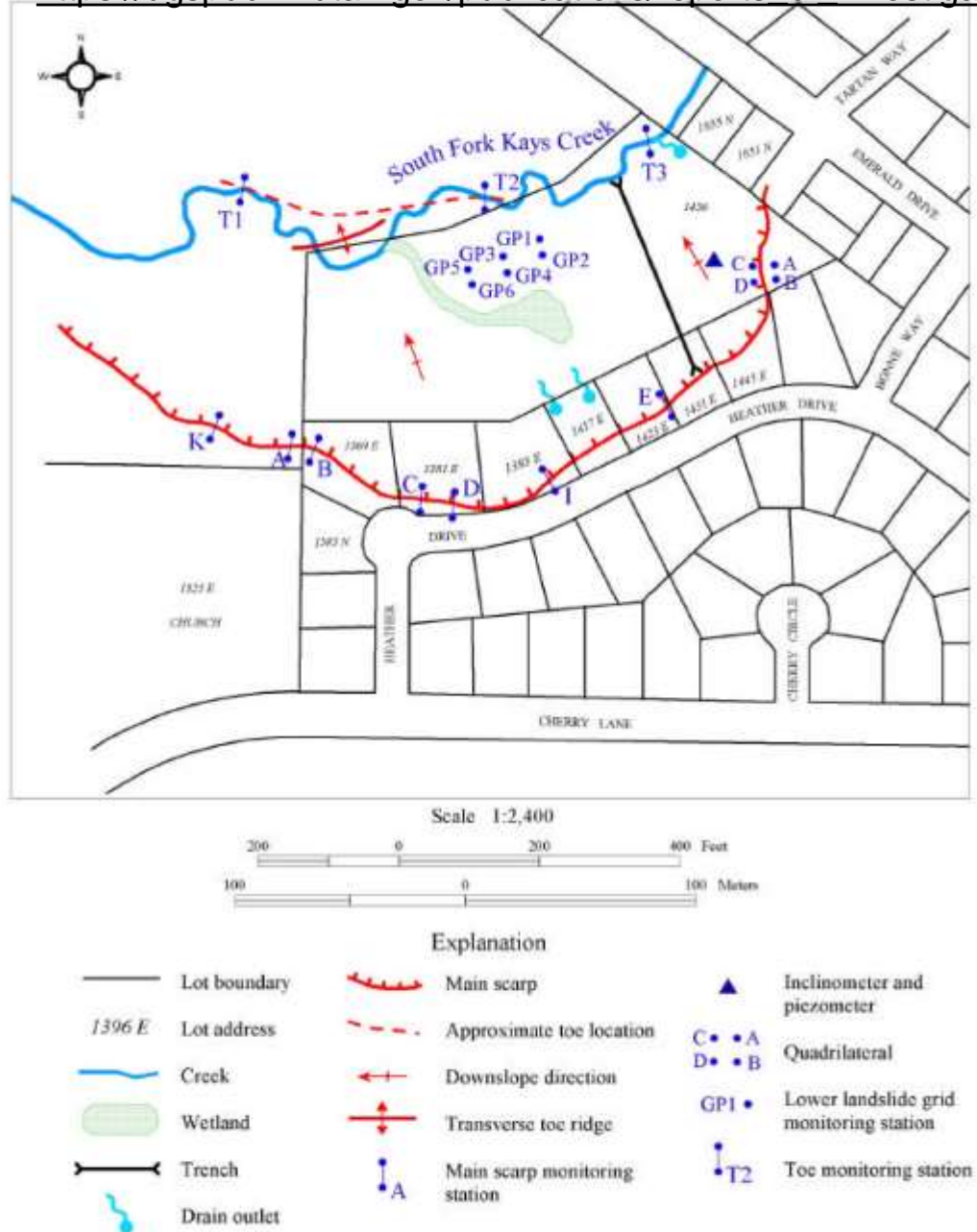


Figure 2. Heather Drive landslide area showing landslide features, monitoring locations, residential lots, and streets (modified from Layton City plat).



RETURNED

NOV 28 2001

NOTICE

E 1707352 1 2933 P 618
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 NOV 28 10:44 AM FEE .00 DEP SW
REC'D FOR LAYTON CITY CORP

LEGAL DESCRIPTION: Lots 11 through 17 in Heather Hills Subdivision #3.
Tax I.D. #'s 10-008-0011 through 10-008-0014,

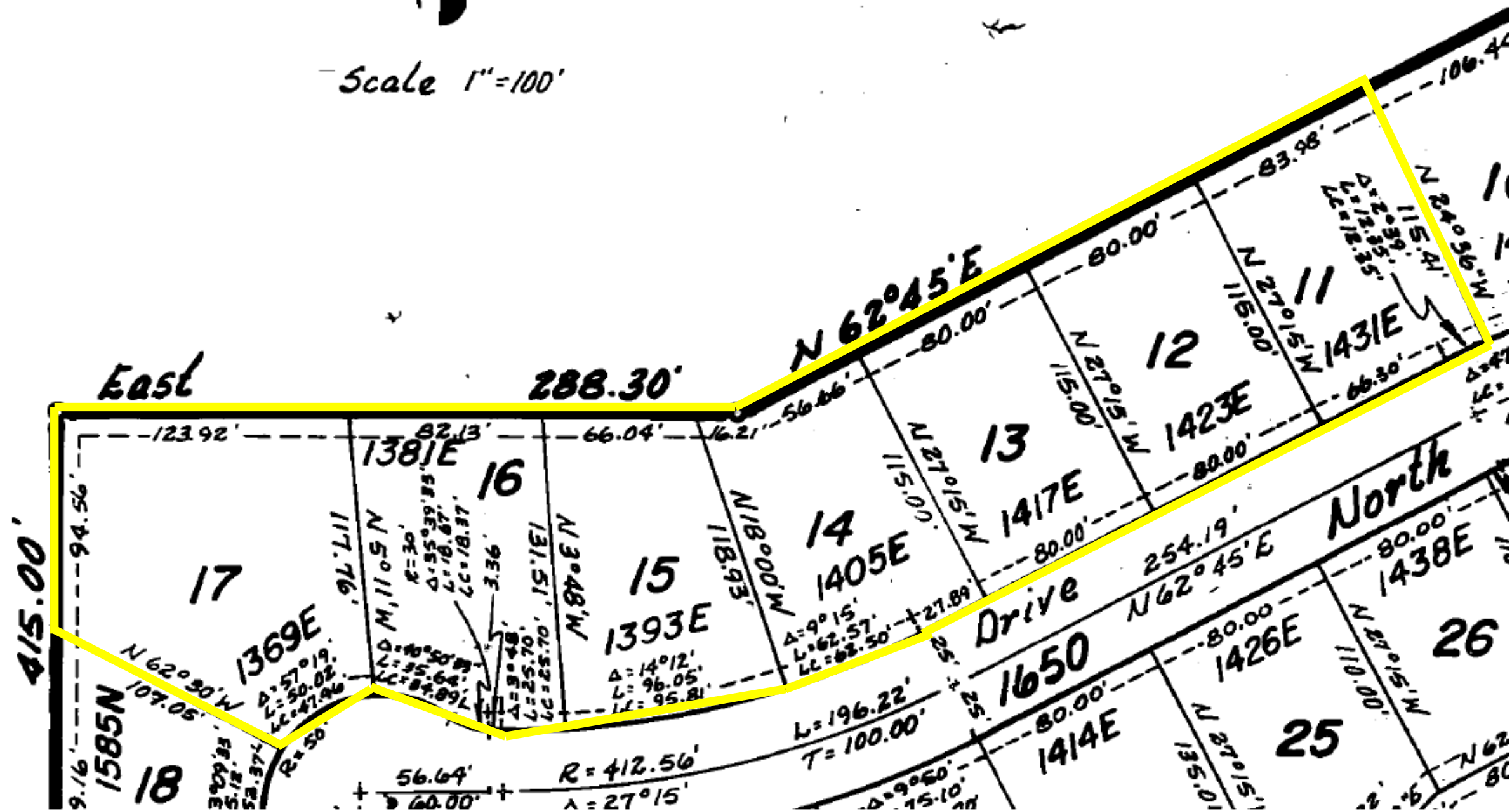
The above described properties, located in Heather Hills Subdivision #3 in Layton City, Davis County, Utah, have exhibited a high potential for geologic hazard. Layton City will not allow the construction of any structure on these properties without the necessary permits, and will require a detailed geological/soils report prepared by a geotechnical engineer licensed to practice in the State of Utah. As a minimum the geotechnical report must address the soil structure and stability to a determined depth, based on location. The sub-surface hydrology must also be analyzed. The report must provide mitigation measures, certified by a licensed engineer. Additional requirements for construction on these lots may be added as deemed necessary by Layton City. To obtain further information please contact:

Layton City Community & Economic Development
437 North Wasatch Drive
Layton, Utah 84041

acknowledged to me that said corporation executed the same.



Lanita G. Brown
NOTARY PUBLIC





HOA CCR Disclosure & Diligence

REPC:

4.3 (c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____.

The provisions of this Section 4.3(c) shall survive Closing.

7. (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;

Seller Disclosures Form 10

22. HOMEOWNER'S ASSOCIATION

A is the property part of a condominium or other homeowner's association (HOA)?

i. If "Yes", to your knowledge, is the Property part of multiple HOAs?

B. Please describe the HOA payment amount, frequency, and what utilities and/or services are included:

C. Does the HOA(s) levy dues or assessments for maintenance of common areas and/or other common expenses?

D. Some HOAs, special improvement districts and/or other specially planned areas, under their governing documents, charge a fee that is due to such entity as a result of the transfer of title to the Property from

Seller to Buyer. Such change of ownership fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. Regardless of what the change of ownership fee is titled, to your knowledge, does the HOA charge such a fee?

i. If "Yes", please describe, to your knowledge, the HOA change of ownership amount: _____

E. For questions regarding the HOA(s), including past, present or future dues or assessments, or regarding financial statements, bylaws, HOA meetings and minutes, information may be obtained from the following: (Name, Phone, Website, Email)

F. Are you aware if the HOA(s) has been involved any past or ongoing lawsuits or litigation?

i. If "Yes", please describe, to your knowledge, any information regarding the timing and nature of the lawsuit(s): _____

24. UNPAID ASSESSMENTS

A. Are you aware of any HOA, municipal, special improvement district, PID or other assessments that are presently owing against the Property?

i. If "Yes", please describe, to your knowledge, the nature and amount owed: _____

B. Are you aware of any potential HOA, municipal, special improvement district or PID assessments that may be pending approval?

i. If "Yes", please describe, to your knowledge, the pending special assessments that have not yet been approved:

C. Are you aware of any HOA, municipal, special improvement district or PID assessments that have been approved but not yet levied against the Property?

i. If "Yes", please describe, to your knowledge, the nature and amount of any such approved, but not yet levied, assessments: _____

25. INSURANCE

B. If the Property is part of a condominium or other homeowner's association, do you know if the HOA has filed any insurance claims for loss or damage to any portion of the development?

i. If "Yes", please describe, to your knowledge, the nature of any such claims:

Buyer Due Diligence Checklist (Form 12)

9. TITLE ISSUES/HOMEOWNERS ASSOCIATION: Buyer is advised that title insurance companies offer a variety of title insurance policies that provide different levels of coverage. Buyer is advised to carefully review with legal counsel and with the title insurer: (a) the available title insurance coverage; (b) the contents of any Commitment for Title Insurance on a property; and (c) the contents of all documents affecting a property that are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's). If a property is part of a Condominium or other Homeowners Association ("HOA"), Buyer is advised to consult directly with the HOA regarding all HOA matters that may affect the property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees, reserve accounts, rules, and meeting minutes.

HOA & CCR Helpful Hints

CCRs

- Architectural control
 - Aesthetics
 - Paint / Materials
 - Common areas
 - Building restrictions
 - Parking restrictions
 - Pet restrictions
 - Garbage cans
-
- Rental restrictions
 - Easements
 - Party walls
 - Do the CCR's expire?
 - Plat

Bylaws

Elections

Term Limits

Voting & Quorum requirements

Frequency of meetings

Structure of Board

Duties and responsibilities

HOA/COA Financials

Balance Sheet

Income/Expense
Statements

Cash Flow

Past/Present/Future
Assessments

Insurance
coverage/costs

Cost of service
providers

Monthly dues

Transfer fees

Business Entity

Registration with
Commerce
Department

Enforcement



Notice of Violation



Follow up



Administrative hearing

Loss of privileges

Fines



Lien/Lawsuit