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Recorder, Salt Lake County, UT
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WHEN RECORDED RETURN TO:
2225 East Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

AMENDED DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

FOR

LOOKOUT RIDGE SUBDIVISION

a Residential Community in the City of Herriman, State of Utah

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LOOKOUT RIDGE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOOKOUT RIDGE SUBDIVISION ("Declaration") is made this __ day of January, 2015 by Lookout Ridge Owners Association, Inc.

Recitals:

A A Declaration of Covenants, Conditions and Restrictions for Lookout Ridge Subdivision was originally recorded July 6, 2007 as Entry No. 10155648, Book 9488 Pages 1134-1154 in the Salt Lake County Recorder's Office ("Original Declaration").

B. The Original Declaration was amended by the following amendments: Amendment recorded April, 29, 2010 as Entry No. 10943364, Book 9821, Pages 7358-7374 in the Salt Lake County Recorder's Office; Amendment recorded April 17, 2014, as Entry No. 11835194, Book 10224, Pages 4985-4994 (correcting an amendment recorded as Entry 11827122);

C. This Amended Declaration is a compilation of all prior amendments inserted into the applicable provisions of the Original Declaration. No other amendments – other than minor adjustments not related to the substance – have been made.

Declaration:

NOW THEREFORE, Declarant declares as follows:

All-lots within the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants" conditions, restrictions and equitable servitudes set forth in this Declaration. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a general plan of development, and to protect and enhance the property values and aesthetic values of the Property. The covenants, conditions and restrictions contained herein are intended to and shall run with the title of the land, and be binding upon the successors, assigns, heirs, and any other persons holding any ownership or possessory interest in the Property, and shall inure to the benefit of all other lots in the Property and the Association.

The covenants, conditions and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant, the Association, or by any Owner, as hereinafter defined. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of Improvements, as hereinafter defined; (2) Use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) Installation and maintenance of signs incidental to sales or construction, subject to applicable laws and ordinances; and (4) Assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes on the Property.

Notwithstanding any applicable theory relating to a mortgage, deed of trust or similar instrument, the term Lot Owner, Owner, or Owners shall not mean or include the mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof,

ARTICLE I
DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

"Association" shall mean and refer to Lookout Ridge Owners Association, Inc., a Utah non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers.

"City" shall mean the city of Herriman, Utah, and its appropriate departments, officials and boards.

"Committee" shall mean the architectural review committee created under Article VI of this Declaration.

"Property" shall have the meaning set forth in the recitals.

"Declarant" shall mean Lookout Ridge, LLC, a Utah limited liability company and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

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

"First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot recorded in the records of the Salt Lake County Recorder's Office, having priority of record over all other recorded liens except governmental liens made superior by statute.

"First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, parking enclosures, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, walls, curbs, landscaping, gazebos, basketball courts, tennis courts, pools, outdoor hot tubs or spas, decks, stairs, poles, lighting, signs, trampolines, satellite dishes or other antennas, any mechanical equipment located on the exterior of a building, and any hard surfaced area in excess of 100 square feet.

"Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Property. "Lot" shall include any and all additional building lots that are made subject to this Declaration by a recorded instrument within ten (10) years from the date of origination recordation of this Declaration.

"Maintenance Area" shall mean the entryways to the Property and signage thereon, landscaped. stripgrading situated upon any public right-of-way bordering the boundaries of the Property, landscaped areas and park areas within the Property, but not part of any particular Lot, signs, recreational facilities, including a clubhouse and ancillary facilities, parking facilities. Paths, playground facilities, and the fences and walls constructed on the boundary lines of the Property. The Maintenance Area is owned separately by the Association, and the recordation of the Plat and this Declaration shall operate to convey title to the Maintenance Area to the Association.

"Member" shall mean each Owner of a Lot that is subject to assessment hereunder and Declarant. Membership in the Association is appurtenant to, and may not be separated from, ownership of a Lot.

"Owner" shall mean the person or persons having title to any Lot. 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, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

"Paths" shall mean the paths established for walking and bicycle travel which are shown on the Plat.

"Plat" shall mean an official subdivision plat of any portion of the Property, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

"Storm Water Permit" shall mean the UPDES Storm Water General Permit For Construction Activities which the buyer or Owner of each Lot shall be required to obtain from the Division of Water Quality of the Utah Department of Environmental Quality, as set forth in Section 10.5 below.

"Subdivision Improvements" shall mean all improvements and facilities to be installed outside of the boundaries of Lots or within easements for Paths, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of subdivision of the Property.

ARTICLE II RESTRICTIONS ON ALL LOTS

2.1 Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Property, and no Lot may be occupied or used in a manner that is in violation of any such ordinances or codes.

2.2 Business or Commercial Uses. No portion of the Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling. No home occupation will be permitted which requires or encourages clients, customers, patients or others to come to a Dwelling to conduct business. or which requires any employees outside of the Owner's immediate family or household.

2.3 Restriction on Signs. No signs will be permitted on any Lot within the Property, except for (a) traffic control signs placed by the City, temporary signs warning of some immediate danger, (b) signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction, (c) signs indicating the Lot is for sale, which sign must be placed in accordance with City sign regulations and shall not exceed nine (9) square feet in size, and (d) signs stating the address or the name of the owner of a Lot, subject to the consent of the Committee. Notwithstanding the foregoing, the Declarant may erect and maintain a sign at the entrance to the Property for a period of no more than five years after the recordation of the Plat, announcing the availability of Lots and giving sales information.

2.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

2.5 Dwelling to be Constructed First. No garage, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on a Lot

2.6 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except as follows: dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control; and, no more than two such household pets of over six months of age shall be kept on any Lot. "Control" for the above purposes shall mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the Lot. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity, as determined in the reasonable judgment of the Board of the Association, shall not be permitted.

2.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

2.8 Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

2.9 Maintenance of Property; Cleanliness. All Lots and the Improvements and landscaping on them shall be maintained in a clean, sanitary, and attractive condition at all times, No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street. Notwithstanding the preceding sentence, Owners may store boats, trailers, recreational vehicles and similar items on their Lots so long as such items are located behind a fence or are otherwise screened from view such that they are not visible from the street in front of the Lot. Each Lot Owner shall be responsible to maintain his or her Lot and all Improvements and landscaping on the Lot in an attractive manner so as to not detract from the appearance and ambiance of the subdivision. Vacant Lots shall be clean in appearance and shall be kept free from refuse, debris, unsightly weeds, and potential fire hazards. If any Lot is not maintained in accordance with these standards, the Board may notify the Owner of the offending Lot. If the Owner of the offending Lot does not remedy the violation(s) within thirty (30) days of such notice, the Board may perform the maintenance and other actions reasonably necessary to bring the Lot into compliance with the provisions of this Declaration, in which case all costs and expenses incurred by the Association in remedying the violations shall be assessed against the Lot and the Owner of the offending Lot, and shall be collected, enforced and secured by the same assessment lien and enforcement provisions securing payment of regular assessments under the provisions of Article V.

2.10 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

2.11 No Hazardous 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 caustic, toxic, flammable, explosive or hazardous materials in excess or those reasonable and customary for household uses, the discharge of firearms or fireworks other than in connection with celebration of the 4th of July and 24th of July holidays, and setting open fires (other than properly supervised and contained barbecues).

2.12 Exterior Lighting. Any outdoor lighting shall be subject to approval by the 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 restriction shall not prevent street lighting maintained by the City a front yard post light.

2.13 Annoying Sounds. No speakers, wind-bells, wind chimes, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

2.14 Fuel Storage. No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

2.15 Transient Lodging Prohibited. 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 house, "bed and breakfast", or other uses for providing commercial accommodations. No lease of any Dwelling shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval or time fractional ownership.

2.16 Re-Subdivision. No Lot may be re-subdivided without the consent of the Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwellings within the Lot.

2.17 Recontouring, Excavation and Grading. No lot shall be recontoured, excluding grading for purposes of basement construction, without the prior written approval of the Committee. Among other matters, the Committee's

approval may be conditioned on the requirement that the proposed grading conform to the general grading plan applicable to the Property (the "General Grading Plan"). Plans for excavation, grading and installation of rock retaining walls shall be submitted to the Committee at the time of submission of construction plans, in accordance with the provisions of Article VI. Anywhere cuts exceed a 3 to 1 slope; Lot Owners shall do one of the following until the disturbed area is properly revegetated: (i) use silt fencing, (ii) use erosion blankets, or (iii) as approved by the Committee, construct a decorative wall or use natural rock retaining walls. All disturbed areas must be covered with natural soil and planted with grasses or other appropriate plant material. Owners must retain or mitigate cuts or fills that impact adjacent Lots. Owners are fully responsible for assuring drainage issues and flood control are handled appropriately and mitigated during grading, excavation and construction to avoid flooding of neighboring Lots and to avoid flooding of the Owner's own construction site and Dwelling. Each Owner is fully responsible for grading his or her Lot to the required specifications, and shall have no claims against Declarant for any drainage on or off the Lot or flooding. Each Lot Owner shall be responsible for minimizing surface water run-off within his or her own Lot boundaries. Lot Owners should consider installation of French drains in locations where drainage may be at issue or problematic. All grading associated with construction of a Dwelling shall be completed prior to occupancy.

2.18 Drainage. In addition to the requirements set forth in the preceding provision, no Owner shall alter the direction of natural drainage from his or her Lot, nor permit accelerated storm run-off to leave his or her Lot without first using reasonable means to dissipate the flow and mitigate the run-off. Each Owner shall require his or her builder to deliver finished grades to streets and other common water carriers (such as trails, paths, creeks, canals or ditches) as set forth on the General Grading Plan.

2.19 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected in the sanitary sewer system.

2.20 Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure, such that the garbage and trash receptacles are not visible from the improved roads within the Property.

2.21 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Property except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted on front or visible side yards other than on designated driveways.

2.22 Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicles are kept from the view of the general public.

2.23 Kennels. No kennel or dog run may be placed or maintained closer than 50 feet to any Dwelling other than the Dwelling on the Lot where the kennel or dog run is maintained.

2.24 Paths. Paths are located throughout the Property as marked on the Plat. Paths are available for homeowners' enjoyment by foot and bicycle. Motor vehicles are prohibited from being used on the Paths. Parking is prohibited on the Paths. Declarant may, at its election, deed the Paths to the City, by granting an easement or by conveyance of fee ownership thereto. In any event, use of the Paths shall be subject to the limitations set forth in this Declaration.

ARTICLE III PROPERTY RIGHTS IN THE MAINTENANCE AREA

3.1 Owners' Right of Enjoyment. Subject to the provisions of this Section, every Owner shall have a

nonexclusive right to enjoy and use the facilities, if any, within the Maintenance Area, and such right shall be appurtenant to and shall pass with the title to every Lot.

3.2 Extent of Owners' Right. The right of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply;
- (b) The right of the Association, as provided its Articles and Bylaws, to suspend the voting rights of a Member and/or the right to use any of the recreational facilities within the Maintenance Area for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and
- (c) The right of the Association to close or limit the use of the Maintenance Area while maintaining, repairing and making replacements in the Maintenance Area.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Maintenance Area to the members of his family, tenants, or contract purchasers who reside on his Lot

3.4 Use of Maintenance Area.

- (a) No use shall be made of the Maintenance Area which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Maintenance Area.
- (b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Maintenance Area to any other Member, nor shall any Owner place any structure or fence, except those installed by Declarant or the Undersigned, whatsoever upon the Maintenance Area.
- (c) The use of the Maintenance Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

3.5 Association Ownership of Maintenance Area. The Maintenance Area is owned and controlled by the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

4.1 Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

4.2 Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 4.3 below, the Board shall be managed by at least three (3) and no more than five (5) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

4.3 Management of the Association. From the date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove any and all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the last to occur of sixty (60) days after conveyance of 75% of the Lots to Owners other than Declarant, or two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in an instrument executed and to be recorded by Declarant, be approved by Declarant before they become effective.

4.4 Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

4.5 Association Right to Enforce Covenants. The Association shall have the right, separate and apart from any individual Owner's right, to enforce any of the covenants, conditions and restrictions contained in this Declaration.

4.6 Additional Owners. To the extent any additional Lots are made subject to this Declaration by recorded instrument within ten (10) years from the date of origination recordation of this Declaration, the Owners of such Lots shall automatically become Members of the Association, with the same rights and obligations of all other Members of the Association.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

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

5.2 Annual Budget. The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Maintenance Area to the extent such maintenance, repair, and replacement is not provided by an Owner or governmental entity; maintenance of other areas required to be maintained by the Association; insurance; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

5.3 Regular Assessments. The amount of regular assessments shall be based on the estimated expenses set forth in the budget, plus an amount for reserves. Without approval of a majority of a quorum of Owners (or their proxies), the Association (a) may not increase the annual assessment more than 5% from the prior year; and (b) may not increase the annual assessment in more than two years of any three-year period. The Association may collect the annual assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. The Board shall decide on how frequently assessments shall be due. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

5.4 Special Assessments. The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Maintenance Area or for capital improvements as allowed in Section 5.5. Without approval of a majority of a quorum of Owners (or their proxies), the Association (a) may not levy a special assessments for more than 15% of the annual budget; and (b) may not levy a special assessment in more than two years of any three-year period. The authority to levy special assessments does not give the Association independent authority to add capital improvements or make upgrades to the existing improvements. Prior to levying a special assessment for a capital improvement, the Association must first obtain the required approvals of the Owners as discussed in Section 5.5.

5.5 Capital Improvements. "Capital improvements" mean an improvement to the Project, proposed to be performed by the Association, where the improvement did not exist as part of the original construction or constitutes

a change to the character of an existing improvement. A capital improvement does not include landscape plantings or improvements to the irrigation system. The Association has the discretion to expend up to \$3,000 during any one calendar year for any capital improvements that the Association deems to be in the best interest of the community. However, the Association may not make any capital improvement that exceeds \$3,000 without first obtaining the affirmative approval of 67% of all Owners.

5.6 Supplemental Assessments. If the regular assessments are inadequate to pay the annual expenses of the Association, the Board shall determine the amount of the shortfall and shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 15% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 15% of the original annual budget, it must be approved by a majority of a quorum of Owners.

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

- (a) Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Declaration, Bylaws, or rules and regulations;
- (b) Fines, late fees, interest, collection costs (including attorney's fees);
- (c) Services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas; and
- (d) Any charge described as an individual assessment by the Declaration.

5.8 Apportionment of Assessments. Regular, special, and supplemental assessments levied against Lots will be apportioned equally among the Lots, irrespective of the differences in size of the Lots. Regular, special, and supplemental assessments shall be levied against all Lots. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

5.9 Resale Capital Contribution. There shall be collected upon every conveyance of an ownership interest in a Lot other than a builder, which is defined as an entity owning one or more Lots for the purpose of initial construction of a home and resale to the public, a resale capital contribution (the "Resale Capital Contribution") in the amount of no more than \$250.00 if the Lot has a home or no more than \$150.00 if the Lot is vacant payable to the Association. The Resale Contribution shall not be applicable to conveyances from builders. After the Lot has been conveyed by a builder, the Resale Capital Contribution shall be a recurring charge payable to the Association upon all succeeding conveyances of the Lot. All Lots shall be assessed a uniform amount. The Resale Capital Contribution shall be paid at the time of closing and transfer of title on the Lot and shall be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association. Amounts paid as Resale Capital Contribution are not to be considered an advance payment of annual assessments or charges.

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

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

5.12 Collection of Rent from Tenants. If an Owner rents their Lot and fails to pay their assessments, the Association may demand the tenants to pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Utah Community Association Act, as it may exist at any given time.

5.13 Suspension of Voting Rights. If an Owner has a delinquent assessment balance of sixty (60) days or more, that Owner's right to vote shall be suspended during the time of such delinquency.

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

5.15 Enforcement of Lien. Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law. The Board shall use its discretion in determining when to foreclose upon a Lot to recover unpaid assessments, provided however that the unpaid assessments must be at least ninety (90) days past due at the time the Board commences a foreclosure/trustee sale process. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against the Association's lien.

If the Board elects to foreclose, at least thirty (30) calendar days before initiating a nonjudicial foreclosure, the Association or its agent shall provide notice to the Owner that the Association intends to pursue nonjudicial foreclosure and notify the owner of their right to demand judicial foreclosure. The notice shall be in substantially the following form:

"NOTICE OF NONJUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE

The Lookout Ridge Owners Association, the association for the project in which your lot is located, intends to foreclose upon your lot using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the association's lien against your lot and to collect the amount of an unpaid assessment against your lot, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that 'I demand a judicial foreclosure proceeding upon my lot,' or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within 15 days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is (insert the association's address for receipt of a demand)."

The notice shall be sent to the Owner via certified mail, return receipt requested. The Association shall not use a nonjudicial foreclosure to enforce the lien if the owner mails the Association a written demand for judicial foreclosure. The Owner's notice shall be sent via certified mail, return receipt requested, to the address stated in the Association's notice, within 15 days after the date of the postmark on the envelope of the Association's notice.

5.16 Appointment of Trustee. The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to a member of the Utah State Bar, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

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

ARTICLE VI
COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

6.1 Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall be appointed by the Declarant or its successor. Following the termination of Declarant's control of the Association pursuant to Section 4.3 above, or at such earlier date as is selected by Declarant in its sole discretion, the Owners (the Owners of each Lot having one vote) shall elect the membership of the Committee. Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

6.2 Approval by Committee Required. No Improvements of any kind, including without limitation the construction or installation of any Dwelling, garage, guest house, outbuilding, parking enclosure, driveway, tennis court, walkway, deck, gazebo, basketball court, any hard surfaced area in excess of 100 square feet, swimming pool, outdoor hot tub or spa, fence, wall, curb, trampoline, satellite dish or antenna, solar panel, or any other permanent or temporary structure, may be constructed, erected, or installed in the Property or on or within any Lot without the prior written consent of the Committee. No excavation, grading, filling, draining, landscaping, shall be made without the advance written consent of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and/or a sample, including color samples; and a landscaping plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the forgoing if it determines to be unnecessary for its review. Submission of plans may be made in two parts, that is, architectural plans without landscape plans and then a separate, second submission of the landscape plans. Each Owner shall submit a written cost estimate with the landscape plans. Notwithstanding any review and approval of plans by the Committee, each Owner shall be responsible for the design and placement of improvements on Lots to avoid damage from ground and drainage water, and neither the Committee nor the Developer shall have any responsibility or liability with respect thereto.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount reasonably necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. As of the date hereof, with respect to the initial construction of a residence, the review fee for each home plan shall be \$200.00. Once a home plan is approved, no further review fee shall be payable to build such home plan on multiple Lots within the Property.

(c) Review. Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The committee will review preliminary plans, without fee, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. Construction that is not in strict compliance with the approved plans will not be permitted.

(d) Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

(e) Failure to Act. If the Committee has not approved or rejected any submission within 15 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

6.3 Variances. Variances to the design standards contained in this Declaration may be granted in the sole discretion of the Committee, but only if strict application of the design standards would create an unreasonable hardship to the Owner of any Lot. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations.

6.4 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well-designed community.

6.5 Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

6.6 Limitations on Review. The Committee's review is limited to those matters described in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation.

ARTICLE VII ARCHITECTURAL RESTRICTIONS

All Improvements on any Lot shall be subject to the following restrictions and design standards:

7.1 Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars.

7.2 Guest Houses, Barns and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to the Dwelling on the Lot in style and materials, including roof material.

7.3 Dwelling Size. Dwelling size requirements are as follows:

- (a) On Lots that are less than 20,000 (approximate) square feet in size:
 - (i) A Rambler, One-story home shall have not less than 2,200 square feet of space on the main floor.
 - (ii) A two-story home shall have not less than 1,700 square feet on the main floor, and not less than 2,800 square feet of finished living area. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the home shall be required.
- (b) On Lots that are 20,000 (approximate) square feet or larger in size:

- (i) A Rambler, One-story home shall have not less than 2,500 square feet of space on the main floor.
- (iii) A two-story home shall have not less than 1,900 square feet on the main floor, and not less than 3,000 square feet of finished living area. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the home shall be required.

7.4 Dwelling Height and Width. No structure shall exceed two stories above the main floor or ground level for living space or be more than thirty-five feet above a point representing the average grade at the front setback line, without prior written approval of the Committee. No structure shall be more than thirty-five feet above a point representing the average grade at the front setback line, without prior written approval of the Committee.

7.5 Dwelling Setback and Placement. No building shall be erected upon any residential site so that any part thereof, including eaves and overhangs, shall be:

- (a) Closer than 30 feet to the front boundary line of said premises which extends along a platted street in the subdivisions; and
- (b) Closer than eight (8) feet to any side boundary line. The total of both side setbacks shall be at least 24 feet in width;

In addition, the Committee shall be entitled to review and approve or disapprove the placement of Dwellings on Lots in order to allow for variations of front yard setbacks.

7.6 Exterior Requirement. No structure shall be built with less than 100% of all the faces of the structure being finished with brick, stone, stucco, or hardie board, nor shall any structure be built with less than 70% of the front and 35% of the sides being either brick or stone, unless otherwise approved in advance by the Committee. Craftsman style homes or homes designed with substantial hardie board finishes on the front elevation may, upon Committee approval, reduce the required amount of stone or brick on the front elevation to 50%. Exterior colors shall be disclosed to the Committee. Owners are encouraged to submit color samples. The use of metal soffit or fascia sections is encouraged. Exposed cement foundation height shall average no more than 18" above finished grade on all sides. Wainscot is acceptable. Wood exteriors are prohibited. White trim is permitted but white, bright, or dramatic colors shall not be used as primary exterior colors. All exterior colors and materials must be approved by the Committee prior to installation or application.

7.7 Roof Design. Roof pitches must be within range of 6/12 to a 12/12 slope. Shed roofs and roofs on 3rd car garages may be reduced to 4/12 and shed roof accents of lesser grade are acceptable given the main pitch of the roof meets the 6/12 requirements.

7.8 Windows. All windows must be at least double glazed. Any trapezoidal window must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the bottom horizontal or parallel to the roof structure below it. No mirrored or reflective glass may be used.

7.9 Chimney, Vents. Chimneys must be enclosed in an approved material. No exposed metal flues are permitted. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street.

7.10 Antennas. All antennas must be enclosed within the Dwelling. Satellite dishes shall not exceed three feet in height and must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from the street in front of the Dwelling. No satellite dishes shall be located in visible front or side yards. Solar panels will be permitted only with the consent of the Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted. No antenna of any sort which is visible from the front of neighboring properties shall be allowed.

7.11 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile Home,

trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

7.12 Balconies and Decks. Any balcony or deck that is more than twenty-four inches above the natural grade must be constructed in compliance with the following: All posts, pillars and columns supporting any deck must be between eight and sixteen inches in width. All posts, pillars and columns must be furred out and fully sheathed with stone or stucco. All handrails must be made of iron or synthetic vinyl. Any other materials must be approved in advance by the Committee before installation or use. The area under any ground-level deck must be either landscaped or screened from view so that there is no view of the underside of the deck from adjoining Lots or from the street. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck that is exposed (as in the case of a second story deck or balcony) must be finished and painted or stained.

7.13 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed only of concrete.

7.14 Ground Water. In the event the Declarant or any other party installs a ground water drainage system for any portion of the Property, Owners shall be required to obtain the approval of the Committee prior to diverting water in to such system.

7.15 Elevation Diversity. Dwellings within three lots of each other, in any direction, shall have different elevations, be different models, and shall have different color schemes. Dwellings within three to five lots of each other, in any direction, which have the same elevation or are the same model, shall have different color schemes.

ARTICLE VIII
CONSTRUCTION COVENANTS

In order to minimize the inconvenience to neighboring Owners during periods of construction within the Property, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner is liable.

8.1 Portable Office or Trailer. A builder or general contractor constructing a home on a Lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of: (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the Building Permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

8.2 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Property. Concrete trucks may not be cleaned out on the Lot or elsewhere within the Property.

8.3 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

8.4 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction.

8.5 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must also comply with any sign ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

8.6 Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 AM and ending at 9:00 PM. or such lesser period as is allowed by City ordinances. The Builder is responsible for controlling noise emanating from the site.

8.7 Removal of Mud. The Builder is responsible for cleaning up and removing mud that is deposited on the roadways of the Property by their construction operation at least once each week.

8.8 Duration of Construction. No construction shall occur without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the building permit. It is the obligation of the Owner to complete construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of six (6) months from the date that the foundation is complete. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

ARTICLE IX LANDSCAPE STANDARDS

It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

9.1 Lawn and Landscaping Required. Front yard and visible side yard lawns and landscaping must be installed by a professional landscaping contractor in accordance with a landscaping plan prepared by a landscaping professional (the "Landscaping Plan") within six (6) months following occupancy or, in the case of a winter occupancy that prevents the installation of landscaping, by the following September 1st. As soon as practical following completion of the construction of the Dwelling, but in no event later than eighteen (18) months from the date of occupancy, each Owner is required to have a professional landscaping contractor fully install the rest of the landscaping for his or her Lot (i.e., the backyard) in accordance with the Landscaping Plan.

The Committee shall be entitled to require an escrow deposit from the Owner in the event that the landscaping is not installed as of the date the homeowner occupies his or her Lot, in such amount and under such terms as are determined by the Committee. As of the date of recording of this Declaration, the amount of the escrow deposit shall be equal to Four Dollars (\$4.00) per square foot of front yard and visible side yard area. The Committee shall be entitled to change such amount from time to time as the Committee may deem appropriate. In the event the Owner's contractor does not install the required landscaping within the time frames set forth in this Section 9.1, then the Committee shall be entitled to apply the escrow deposit toward the cost of installing such landscaping as the Committee may in its discretion determine appropriate. Neither the Committee, the Association, nor any of its officers or agents shall be liable in any manner in connection with the exercise of the remedies set forth in this paragraph in the event the Owner fails to install landscaping as provided herein. The Committee shall not be required to use any of the Association's own funds for such purpose. Each Owner shall submit a written cost estimate with their Landscaping Plan. The Owner may plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Front and visible side yard lawn areas must be provided with sod and not grown from seed or power mulching. Trees, lawns, shrubbery and other plantings provided by each Owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same at the Committee's request.

9.2 Placement of Trees and Shrubs; Concrete Edging. Planting of at least eight (8) trees and at least

twenty-four (24) two-gallon shrubs in the front and/or visible side yard within each Lot is required. Conifers shall be a height of at least six feet and deciduous trees shall be at least two-inch caliper. The planting and placement of the trees shall comply with the Landscaping Plan submitted to and approved by the Committee (per Section 9.1 above). The Lot Owner is required to plant and maintain at least two trees in the parking strip between the back of the curb and the sidewalk in front of his or her Lot. The type and size of the parking strip trees shall be determined by the Committee. Only sod (lawn) and trees will be permitted in the parking strip; all other materials or plants are prohibited. Concrete edging is required in all locations between the sod (lawn) and abutting flower gardens or other soil or planting areas.

9.3 Sprinkler System. All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

9.4 Fences. Fencing shall be permitted in the Property only in accordance with applicable City ordinances and this Declaration. No fences may be constructed without the prior written approval of the Committee, which may include in its approval criteria considerations of style, material, height, color, and effect on neighboring properties. Backyard fencing bordering open hillsides shall be designed to blend in with the hillside, in an effort to minimize visibility of the fence against the natural landscape. No white-colored fencing is permitted. Fencing shall be natural earth tone in color. Fencing of front yards shall not be permitted; side yards may be fenced up to a point which is no closer than the midpoint of the length of the Dwelling from the street upon which the Dwelling is located. Barb wire and field fence on posts are prohibited. No chain link is permitted as cross-fencing or in back and side yards where it is visible from roads. The Committee may approve wood fences, provided provisions for proper maintenance are made.

9.5 Fires. Except as provided herein, no exterior fires shall be allowed. Owners may use barbecue grills (charcoal, wood, propane, or gas) as long as the fire is contained within the barbecue grill and any coals are disposed of after they have completely cooled. Natural gas or propane based outdoor fire pits are permitted within the backyard areas only, provided they are preapproved by the Architectural Review Committee prior to installation. No wood-burning or other fire pits are permitted. If the Owner is to install a gas-based fire pit, the gas line must be installed as per applicable codes and by a licensed contractor. An approved fire pit must be situated such that it has a 6' radius free of combustible material, and at least 15' from any shared fence-line. A fire pit must have an approved valve at the location of the fire pit to control size of flame and ready shut-off of gas or propane supply. Fire pits must be attended by an adult at all times when the gas is open. Fire pits shall not be used for the disposal of trash or combustible material or vegetation.

9.6 Compaction. Each Owner shall be responsible for his, her, or its Lot to ensure adequate compaction of soil and fill materials under all footings, structural, and flat concrete areas and to ensure adequate compaction under all lawn and landscaped areas.

ARTICLE X OWNERS' OBLIGATIONS

10.1 Duty to Install and Maintain. The Owner of each Lot shall maintain his or her Lot and the Improvements thereon in a good state of repair and an attractive, safe, and healthy condition, as required by the provisions of Section 2.9 and elsewhere in this Declaration. The Owners of each Lot shall also comply with the landscaping installation and maintenance requirements set forth in Article IX above. The remaining provisions of this Article X are intended to secure the timely performance of all such obligations.

10.2 Repair by Committee. In the event that an Owner fails to timely satisfy any of the obligations referenced in Section 10.1 above, or otherwise permits his or her Lot or Improvements to fall into a state of disrepair that is in a dangerous, unsafe, unsanitary, or unsightly condition, or otherwise fails to comply with any other covenant or restriction of this Declaration, the Committee or any Owner may give written notice to the Owner describing the condition complained of and demanding that the offending Owner correct the condition within thirty (30) days. If the offending Owner fails to take appropriate corrective action, the Committee or any Owner shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the offending Owner, who agrees to promptly pay the reasonable costs of any work

performed under this provision. In addition, each Owner hereby grants to the Committee a lien on his or her Lot and the Improvements on such Lot to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed by the Committee in the manner prescribed in Utah for the foreclosure of deeds of trust or mortgages. Alternatively, without requiring foreclosure, the Committee may seek collection of sums advanced directly from the Owner of the Lot in question. In order to claim such a lien, the Committee shall record a notice of lien in the office of the Salt Lake County Recorder, setting forth the amount claimed and the work performed for which such lien is asserted. Unpaid amounts will bear interest from the date advanced at the rate of ten percent (10%) per annum until paid in full.

10.3 Alteration of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Committee.

10.4 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner Who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than ninety (90) days without repairs commencing, and any damaged structure which remains unrepaired after 90 days following the occurrence of damage shall be deemed a nuisance.

10.5 Storm Water Permits. All Owners who acquire title to a Lot (whether the Owner is a builder, individual person, entity or otherwise) shall obtain their own Storm Water Permits (as defined in Article I above) from the Division of Water Quality (Utah Department of Environmental Quality) prior to commencing any construction-related activities for which a Storm Water Permit is required (including, without limitation, excavating, grading, or otherwise disturbing the surface materials or vegetation on the Lot). The Storm Water Permit may be obtained by filling out an application form online at <http://www.waterquality.utah.gov/UPDES/index.htm> or contacting the Division by telephone at (801) 538- 6146. All Owners who seek to engage in any construction-related activities requiring a Storm Water Permit covenant and agree to comply with the Storm Water Permit requirements, including, without limitation, the requirement to develop and implement a Storm Water Pollution Prevention Plan. In addition to the requirements and provisions of Sections 2.17 and 2.18 of this Declaration, Owners shall be fully and solely responsible for preventing rain and snowmelt from carrying sediment or pollutants into the streets or any storm drain facilities from any un-landscaped areas of their Lots. Owners covenant and agree not to stockpile any landscaping materials, dirt, gravel or other such materials in the streets. Owners other than Declarant, following their purchase of a Lot, hereby indemnify and hold Declarant harmless from and against any and all claims, liabilities, fines, costs, fees, expenses, judgments, losses and damages resulting from or relating to any failure to comply with the Storm Water Permit requirements for the Owner's Lot or from any storm water drainage or run-off from Owner's Lot, including, without limitation, any and all claims, fines, costs of remediation or clean up, or other expenses imposed by the Division or required or incurred as a result of any action or orders of the Division.

ARTICLE XI FIRST MORTGAGEES

11.1 First Mortgagee Protection. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding. The lien provided for in Section 5.14 hereof shall be subordinate to the lien of any first mortgage or deed of trust which was recorded before any Notice of Lien became recorded.

11.2 Notice of Action. Upon written request to the Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee or insurer or guarantor of such a First Mortgage shall be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects a material portion of the Property or any Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor of a First Mortgage;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.3 Financial Statement. The Association shall provide a financial statement for the immediately preceding fiscal year free of charge to any First Mortgagee, insurer or guarantor of a First Mortgage within a reasonable time after written request therefor.

ARTICLE XII GENERAL PROVISIONS

12.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

12.2 Remedies.

(a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, by the Committee in its own name, or by the Association. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against other similar violations.

12.3 Severability. Each of the covenants, conditions and restrictions contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12.4 Limited Liability. Neither the Declarant, the Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

12.5 Amendment. At any time while this Declaration is in effect, the Owners of seventy-five percent (75) of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the

Property, Declarant's approval to any amendment shall be required. Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment.

12.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions contained herein against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

12.7 Notices. All notices under this Declaration are deemed effective seventy-two (72) hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

12.8 Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Property. Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Amendment to the Declaration as of the 2nd day of February 2015.

LOOKOUT RIDGE OWNERS ASSOCIATION, INC.

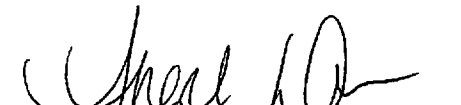


President

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 2nd day of February 2015, personally appeared Kirk Welch who, being first duly sworn, did that say that they are the President of the Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.




Notary Public for Utah

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

<u>32131010020000</u>	LOT 108, LOOKOUT RIDGE SUB PH 1.
<u>32131010030000</u>	LOT 107, LOOKOUT RIDGE SUB PH 1.
<u>32131010040000</u>	LOT 106, LOOKOUT RIDGE SUB PH 1.
<u>32131010070000</u>	LOT 112, LOOKOUT RIDGE SUB PH 1.
<u>32131010080000</u>	LOT 113, LOOKOUT RIDGE SUB PH 1.
<u>32131010090000</u>	LOT 114, LOOKOUT RIDGE SUB PH 1.
<u>32131010100000</u>	LOT 115, LOOKOUT RIDGE SUB PH 1.
<u>32131010110000</u>	LOT 116, LOOKOUT RIDGE SUB PH 1.
<u>32131010120000</u>	LOT 117, LOOKOUT RIDGE SUB PH 1.
<u>32131010130000</u>	LOT 118, LOOKOUT RIDGE SUB PH 1.
<u>32131010140000</u>	LOT 119, LOOKOUT RIDGE SUB PH 1.
<u>32131010150000</u>	LOT 120, LOOKOUT RIDGE SUB PH 1.
<u>32131010160000</u>	LOT 121, LOOKOUT RIDGE SUB PH 1.
<u>32131010170000</u>	LOT 122, LOOKOUT RIDGE SUB PH 1.
<u>32131010180000</u>	LOT 123, LOOKOUT RIDGE SUB PH 1.
<u>32131010190000</u>	LOT 124, LOOKOUT RIDGE SUB PH 1.
<u>32131010200000</u>	LOT 125, LOOKOUT RIDGE SUB PH 1.
<u>32131010210000</u>	LOT 126, LOOKOUT RIDGE SUB PH 1.
<u>32131010240000</u>	LOT 109, LOOKOUT RIDGE SUB PH 1 AMD.
<u>32131010250000</u>	LOT 110, LOOKOUT RIDGE SUB PH 1 AMD.
<u>32131020010000</u>	LOT 105, LOOKOUT RIDGE SUB PH 1.
<u>32131020020000</u>	LOT 104, LOOKOUT RIDGE SUB PH 1.
<u>32131020030000</u>	LOT 103, LOOKOUT RIDGE SUB PH 1.
<u>32131020040000</u>	LOT 102, LOOKOUT RIDGE SUB PH 1.
<u>32131020050000</u>	LOT 101, LOOKOUT RIDGE SUB PH 1.
<u>32131020060000</u>	PARCEL A, LOOKOUT RIDGE SUB PH 1.
<u>32131030010000</u>	LOT 134, LOOKOUT RIDGE SUB PH 1.
<u>32131030020000</u>	LOT 135, LOOKOUT RIDGE SUB PH 1.
<u>32131030030000</u>	LOT 136, LOOKOUT RIDGE SUB PH 1.
<u>32131030040000</u>	LOT 133, LOOKOUT RIDGE SUB PH 1.
<u>32131030050000</u>	LOT 137, LOOKOUT RIDGE SUB PH 1.
<u>32131030060000</u>	LOT 132, LOOKOUT RIDGE SUB PH 1.
<u>32131030070000</u>	LOT 138, LOOKOUT RIDGE SUB PH 1.
<u>32131030080000</u>	LOT 131, LOOKOUT RIDGE SUB PH 1.
<u>32131040010000</u>	LOT 143, LOOKOUT RIDGE SUB PH 1.
<u>32131040020000</u>	LOT 142, LOOKOUT RIDGE SUB PH 1.
<u>32131040030000</u>	LOT 141, LOOKOUT RIDGE SUB PH 1.
<u>32131040040000</u>	LOT 140, LOOKOUT RIDGE SUB PH 1.
<u>32131040050000</u>	LOT 139, LOOKOUT RIDGE SUB PH 1.
<u>32131040060000</u>	LOT 130, LOOKOUT RIDGE SUB PH 1.
<u>32131040070000</u>	LOT 129, LOOKOUT RIDGE SUB PH 1.
<u>32131040080000</u>	LOT 128, LOOKOUT RIDGE SUB PH 1.

<u>32131040090000</u>	LOT 127, LOOKOUT RIDGE SUB PH 1.
<u>32131040100000</u>	PARCEL B, LOOKOUT RIDGE SUB PH 1.
<u>32131050010000</u>	LOT 180, LOOKOUT RIDGE SUB PH 1.
<u>32131050020000</u>	LOT 179, LOOKOUT RIDGE SUB PH 1.
<u>32131050030000</u>	LOT 178, LOOKOUT RIDGE SUB PH 1.
<u>32131050040000</u>	LOT 177, LOOKOUT RIDGE SUB PH 1.
<u>32131050050000</u>	LOT 159, LOOKOUT RIDGE SUB PH 1.
<u>32131050060000</u>	LOT 160, LOOKOUT RIDGE SUBDIVISION PH 1.
<u>32131060020000</u>	LOT 158, LOOKOUT RIDGE SUB PH 1.
<u>32131060030000</u>	LOT 157, LOOKOUT RIDGE SUB PH 1.
<u>32131260010000</u>	LOT 181, LOOKOUT RIDGE SUB PH 1.
<u>32131260020000</u>	LOT 182, LOOKOUT RIDGE SUB PH 1.
<u>32131260030000</u>	LOT 183, LOOKOUT RIDGE SUB PH 1.
<u>32131260040000</u>	LOT 184, LOOKOUT RIDGE SUB PH 1.
<u>32131260050000</u>	LOT 185, LOOKOUT RIDGE SUB PH 1.
<u>32131260060000</u>	LOT 186, LOOKOUT RIDGE SUB PH 1.
<u>32131260070000</u>	LOT 187, LOOKOUT RIDGE SUB PH 1.
<u>32131260080000</u>	LOT 188, LOOKOUT RIDGE SUB PH 1.
<u>32131260090000</u>	LOT 189, LOOKOUT RIDGE SUB PH 1.
<u>32131260100000</u>	LOT 190, LOOKOUT RIDGE SUB PH 1.
<u>32131260110000</u>	LOT 191, LOOKOUT RIDGE SUB PH 1.
<u>32131260120000</u>	LOT 192, LOOKOUT RIDGE SUB PH 1.
<u>32131260130000</u>	LOT 193, LOOKOUT RIDGE SUB PH 1.
<u>32131260140000</u>	LOT 194, LOOKOUT RIDGE SUB PH 1.
<u>32131260150000</u>	LOT 196, LOOKOUT RIDGE SUB PH 1.
<u>32131260160000</u>	LOT 198, LOOKOUT RIDGE SUB PH 1.
<u>32131260170000</u>	LOT 200, LOOKOUT RIDGE SUB PH 1.
<u>32131260180000</u>	LOT 195, LOOKOUT RIDGE SUB PH 1.
<u>32131260190000</u>	LOT 197, LOOKOUT RIDGE SUB PH 1.
<u>32131260200000</u>	LOT 199, LOOKOUT RIDGE SUB PH 1.
<u>32131270010000</u>	LOT 144, LOOKOUT RIDGE SUB PH 1.
<u>32131270020000</u>	LOT 145, LOOKOUT RIDGE SUB PH 1.
<u>32131280010000</u>	LOT 176, LOOKOUT RIDGE SUB PH 1.
<u>32131280020000</u>	LOT 175, LOOKOUT RIDGE SUB PH 1.
<u>32131280030000</u>	LOT 174, LOOKOUT RIDGE SUB PH 1.
<u>32131280040000</u>	LOT 173, LOOKOUT RIDGE SUB PH 1.
<u>32131280050000</u>	LOT 172, LOOKOUT RIDGE SUB PH 1.
<u>32131280060000</u>	LOT 171, LOOKOUT RIDGE SUB PH 1.
<u>32131280070000</u>	LOT 170, LOOKOUT RIDGE SUB PH 1.
<u>32131280080000</u>	LOT 169, LOOKOUT RIDGE SUB PH 1.
<u>32131280090000</u>	LOT 161, LOOKOUT RIDGE SUB PH 1.
<u>32131280100000</u>	LOT 162, LOOKOUT RIDGE SUB PH 1.
<u>32131280110000</u>	LOT 163, LOOKOUT RIDGE SUB PH 1.
<u>32131280120000</u>	LOT 164, LOOKOUT RIDGE SUB PH 1.
<u>32131280130000</u>	LOT 165, LOOKOUT RIDGE SUB PH 1.

<u>32131280140000</u>	LOT 166, LOOKOUT RIDGE SUB PH 1.
<u>32131280150000</u>	LOT 167, LOOKOUT RIDGE SUB PH 1.
<u>32131280160000</u>	LOT 168, LOOKOUT RIDGE SUB PH 1.
<u>32131290010000</u>	LOT 156, LOOKOUT RIDGE SUB PH 1.
<u>32131290020000</u>	LOT 155, LOOKOUT RIDGE SUB PH 1.
<u>32131290030000</u>	LOT 154, LOOKOUT RIDGE SUB PH 1.
<u>32131290040000</u>	LOT 153, LOOKOUT RIDGE SUB PH 1. 9516-1772 9647-5146
<u>32131290050000</u>	LOT 152, LOOKOUT RIDGE SUB PH 1.
<u>32131290060000</u>	LOT 151, LOOKOUT RIDGE SUB PH 1.
<u>32131290070000</u>	LOT 150, LOOKOUT RIDGE SUB PH 1.
<u>32131290080000</u>	LOT 149, LOOKOUT RIDGE SUB PH 1.
<u>32131290090000</u>	LOT 148, LOOKOUT RIDGE SUB PH 1. 9516-0630
<u>32131290100000</u>	LOT 147, LOOKOUT RIDGE SUB PH 1.
<u>32131290110000</u>	LOT 146, LOOKOUT RIDGE SUB PH 1.