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"W2993882"

EH 2993882 PG 1 OF 11  
LEANN H KILTS, WEBER COUNTY RECORDER  
30-JUL-19 130 PM FEE \$40.00 DEP ZG  
REC FOR: NICK THOMPSON

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**SUNRISE POINT TOWNHOMES**

11-432-0001 -  
0017

THIS DECLARATION is made this 30 day of July, 2019,  
by Nick Thompson, hereinafter referred to as "Declarant".

**RECITALS**

- A. Declarant is the record Owner of certain real property in the County of Weber, State of Utah which is more particularly described as follows:  
See Attached Legal Description.
- B. Whereas, the aforesaid property consists of the land, together with three (3) buildings, comprised of sixteen (16) townhouse Units each with garage, main floor and upper floor, and Common Areas and improvements to be constructed.
- C. Declarant desires, by filing this Declaration, to impose upon the real property constituting the Project and all the improvements now or hereafter constructed thereon mutually beneficial restrictions under a general plan of improvement and operation for the benefit of the Project and the Owners thereof.
- D. Declarant intends to sell and convey to various persons the fee title to the individual Lots, and improvements constructed thereon, subject to the covenants, conditions, restrictions, and limitations herein set forth.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**  
**Definitions**

- 1.01 "Association" shall mean and refer to Sunrise Point Townhomes Homeowners Association, its successors and assigns.
- 1.02 "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the

time of the conveyance of the first Lot shall constitute all portions of the Project, except the Lots.

- 1.03 "Declarant" shall mean Nick Thompson
- 1.04 "Lot" shall mean and refer to any one of the numbered plots of land within the project as shown and designated on the Plat for private ownership and individually numbered.
- 1.05 "Owner" shall mean any person or entity or combination thereof, including the Declarant, who, according to the official records of the County Recorder, Davis County, State of Utah, is the Owner of fee simple title to any Lot.
- 1.06 "Project" shall mean all areas within the Sunrise Point Townhomes Plat, including the Lots and Common Area, and all improvements constructed thereon which are the subject of this Declaration and the Plat. More particularly described in Exhibit A attached hereto.
- 1.07 "Residential Unit" shall mean each individual single family residence, including garages, patios or other such similar facilities, which are constructed, or shall be constructed, upon each respective Lot within the project.

**ARTICLE II**

**Nature and Incidents of Ownership**

- 2.01 *Separate Ownership.* Each Lot, together with the Residential Unit and any other improvements constructed thereon, is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, occupied, improved, and otherwise used in accordance with provisions of this declaration.
- 2.02 *Use and Occupancy.* Subject to the limitations contained in this declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Area and the exclusive right to use and enjoy said Owners Lot.
- 2.03 *Exterior of Residential Units.* Each Owner shall keep the exterior of that Owner's Residential Unit in a sanitary condition and in a state of good repair. In the event that any Residential Unit should develop an unsanitary conditions or fall into a state of disrepair due to the willful or negligent conduct, or lack of conduct, of the Owner of such Residential Unit, the Association shall have the right at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said conditions at the Owner's expense.
- 2.04 *Interior of Residential Units.* Each Owner of a Residential Unit shall, at the Owner's expense, keep the interior of such Residential Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition.
- 2.05 *Maintenance of Lots.* The Association shall be responsible to keep all Lots, including, without limitations, all trees, shrubs, grounds, and lawns, in a sanitary condition and in a state of good repair.

- 2.06 *Maintenance of Culinary and Sewer Water Laterals.* The Association will maintain, repair and as necessary, replace those culinary and sewer laterals located on Owner's Lot.
- 2.07 *Common Area Maintenance.* The Association shall be responsible to keep the Common Area in a state of good repair and maintenance, including all detention basins, storm drains, fencing, play areas, parking, landscaping and Common Area appurtenances, free from all damage and accumulations of snow, refuse, rubbish, and other inappropriate materials of any kind. Should the Common Area fall into disrepair, it is the Association's responsibility to restore the common area to its original condition and will not be Ogden City's responsibility to maintain or restore the Common Areas. The association will have the play structure inspected on a annual basis by an independent company that specializes in such inspections.
- 2.08 *Additions, Constructions, Alterations of Residential Lots.* No construction, additions, alterations, painting, fencing or other structures on any Lot shall be commenced, erected or maintained until the Plans and Specifications showing the nature, kind, shape, height, colors, materials and location of same have been submitted to and approved in writing by the architectural control committee. In the event said architectural control committee fails to approve or disapprove such designs within sixty (60) days after said Plans and Specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Any and all construction, improvements or alterations shall meet all requirements of Ogden City.
- 2.09 *No Subdivision.* No Owner shall cause a Lot or Residential Unit to be divided in any manner so as to permit the permanent occupancy and ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot or Residential Unit shall be void and of no effect.
- 2.10 *All culinary water* infrastructure within the project is privately owned and maintained by the association for the benefit of the Lots, the costs of which shall be shared as a Regular or Common Assessment.

### ARTICLE III Easements

- 3.01 *Right to Ingress, Egress, and Enjoyment.* Each Owner shall have the right to ingress and egress over, upon, and across the Common Area and shall have the right of easement and enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot subject to the terms and conditions of said easements as herein set forth.
- 3.02 *Delegation of Use.* Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and any recreational facilities located thereon to the members of his or her family

and his or her tenants and shall be deemed to have delegated said rights to contract purchasers who reside on said Owner's Lot.

- 3.03 *Easement for Temporary Use by Declarant.* Declarant, for itself, its successors and assigns, and its and their agents, employees, contactors, subcontractors, and other authorized personnel, reserves for a period of five (5) years following the date of recordation of this Declaration and exclusive easement in gross in, over, and through the Common Area for the purposes of (i) marketing and selling the Lots; (ii) displaying signs; and (iii) showing the Lots.
- 3.04 *Easement for Maintenance of Lots.* The Association, its agents, employees, or subcontractors, shall have the right of easement over and across each Lot, but not to any portion of the interior of any Residential Unit, for the purpose of maintaining the Lot in accordance with the provisions of Section 2.05 hereof, together for the purpose of maintaining, repairing or replacing, as necessary, any and all laterals that may traverse said Lots.

#### ARTICLE IV Restrictions on Use

- 4.01 *Residential Uses.* All Lots are intended to be used for single family residential housing and are restricted to such use. No Residential Unit shall be used for business or commercial activities; provided, however, that nothing herein shall be deemed to prevent (i) Declarant, the Association, or its duly-authorized agents from using any Units owned by the Declarant or the Association as sales models; or (ii) any Owner or his or her duly-authorized agent from renting or leasing his or her Residential Unit from time to time.
- 4.02 *No Noxious or Offensive Activity.* No noxious, offensive, or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No automobile or other vehicle shall be parked on a street within the Project or at any other location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts.
- 4.03 *Restrictions on Animals.* No animals other than two (2) household pets shall be kept or allowed in any part of the Project: Whenever a pet is allowed to leave the Lot of its Owner, it shall be on a leash or some other appropriate restraint. All pets must be housed inside Owners Residential Unit. No permanent or temporary restraint or housing that is unsupervised by the Owner is allowed on the outside of the Residential Unit.
- 4.04 *Prohibition of Damage.* No damage to, or waste of, the Common Area shall be committed by an Owner or guest or invitee of any Owner, and each such Owner shall indemnify and hold harmless the Association, other Owners and Declarant, against all loss resulting from any such damage or

waste caused by such Owner, his or her family guests, tenants, licensees, or invitees.

**ARTICLE V**  
**The Association By-Laws**

- 5.01 *The association.* The administration of the Project shall be through the SUNRISE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC. a Utah non-profit corporation, which has been organized and will be operated to perform the functions and provide the services contemplated in the Declaration. Said Association shall operate in accordance with the laws of the State of Utah, and with the Articles of Incorporation of the Association and the Bylaws of the Association which have been adopted in accordance therewith. A true copy of the duly-adopted Bylaws of the Association shall be available for inspection and copying by any Owner.
- 5.02 *Board of Directors.*
- Numbers.* The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.
- Term of Office.* At the first annual meeting, the members shall elect two (2) directors for a term of one year, two (2) directors for the term of two years, and one (1) director for the term of three years; and at each annual meeting thereafter the members shall elect the applicable number of directors for a term of three years.
- Removal.* Any director may be removed from the Board, with or without cause, by a majority vote of members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- Compensation.* No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
- Action Taken Without a Meeting.* The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.
- 5.03 *Nomination and Election of Directors.*
- Nomination.* Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many

nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among member or non-members.

*Election.* Election to Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is no permitted.

5.04 *Meetings of Directors.*

*Regular Meetings.* Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

*Special Meetings.* Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

*Quorum.* A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

5.05 *Powers and Duties of the Board of Directors.*

*Powers.* The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use the common areas of a member during any periods in which such member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

*Duties.* It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to; fix the amount of the annual assessment period, send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring and action at law against the owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states and assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as may deem appropriate.
- (g) Cause the Common Areas to be maintained.

#### 5.06 *Officers and Their Duties.*

*Enumeration of Offices.* The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

*Election of Officers.* The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

*Term.* The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified.

*Special Appointment.* The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

*Resignation and Removal.* Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time given written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any

later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

*Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

*Multiple Offices.* The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 5.06 of the Article.

*Duties.* The duties of the offices are as follow;

- (a) *President.* The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all checks and promissory notes.
- (b) *Vice-President.* The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) *Secretary.* The secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring a seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all check and promissory notes of the Association, keep proper books of account, cause an annual audit of the of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting , and deliver a copy of each to the members.

*Committees.* The Association shall appoint an Architectural Control Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

*Books and Records.* The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member.

- 5.07 *Membership and Voting Rights.* The Association shall have two (2) classes of voting memberships, as follows:



(a) Class A. Class A Members shall consist of all Owners, except Declarant, and each Class A Member shall be entitled to one vote for each Lot owned;

(b) Class B. Class B Members shall consist of the Declarant, and each Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events;

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership; or

(ii) seven (7) years after date of recording this Declaration.

5.07 *Assessments.* The Association shall have the right to charge to, and collect from, each Owner of a Lot within the Project said Owner's *pro rata* share of all sums which are expended on behalf of all Owners and all sums which are required by the Association to perform or exercise the functions, duties, rights and powers of the Association under this Declaration. The term "Assessment" shall also include each and every annual Regular Assessment and each and every Special Assessment levied in accordance with the provisions hereof.

5.08 *Agreement to pay Assessments.* Each Owner of a Lot, by the acceptance of instruments of conveyance and transfer thereof, shall be deemed to covenant and agree with each the Declarant and the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration.

5.09 *Commencement of Assessments.* Regular Assessment shall commence against all Lots on the first day of the first calendar month following recordation of a conveyance instrument transferring the first Lot within the Project to an Owner

5.10 *Regular Assessment.* A Regular Assessment shall consist of each Owner's *pro rata* share of the estimated annual total of (1) the amount which is reasonably anticipated to be expended on behalf of all Owners, and (2) the sum of all amounts which are required to perform or exercise the rights, powers, and duties of the Association during each fiscal year. A regular Assessment shall be computed and levied annually against each lot by the Association.

## ARTICLE VI General Provisions

6.01 *Enforcement.* The Association or any Owner, shall have the right to enforce, by proceeding at law in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 6.02 *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- 6.03 *Amendment.* The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than two-thirds (2/3rds) of the Unit Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on the day and year first above written.

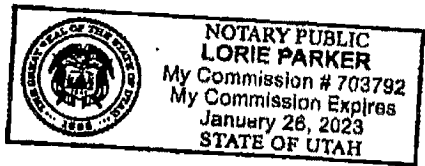
DECLARANT  
Nick Thompson

By: [Signature]  
Nick Thompson

STATE OF UTAH                    )  
  :SS.  
COUNTY OF CACHE            )

On this 30 day of July, year 2019, personally appeared before me Nick Thompson, who signed the foregoing instrument, and he acknowledged to me that he is the authorized owner of Subject property.

[Signature]  
NOTARY PUBLIC  
Residing in: Logan, Utah



# SURVEY CERTIFICATE

I, STEVEN C. EARL, A PROFESSIONAL LAND SURVEYOR, HOLD CERTIFICATE NO. 318575-2201, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, WHICH IS ACCURATELY DESCRIBED THEREWITH, AND HAVE SUBDIVDED SAID TRACT OF LAND INTO LOTS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS SUNRISE POINT TOWNHOMES, AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

## LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN; ALSO PART OF EYRIE MEADOW SUBDIVISION NO. 2, LOCATED IN OGDEN CITY, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MONUMENT AT THE CENTERLINE INTERSECTION OF WASHINGTON BOULEVARD AND CANFIELD DRIVE;

THENCE S88°50'42"E (S89°10'E BY RECORD) 191.61 FEET ALONG THE CENTERLINE OF SAID CANFIELD DRIVE;

THENCE N1°09'18"E 33.00 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID CANFIELD DRIVE;

THENCE N1°12'35"E 124.30 FEET (125.00 FEET BY RECORD);

THENCE S88°51'19"E 4.89 FEET (5.00 FEET BY RECORD);

THENCE N1°08'56"E 100.00 FEET;

THENCE S88°51'19"E 207.86 FEET TO A POINT WESTERLY 2.50 FEET FROM THE CENTERLINE OF THE VACATED OGDEN AVENUE (AS MEASURED AT RIGHT ANGLES);

THENCE ALONG A LINE PARALLEL WITH SAID CENTERLINE THE FOLLOWING TWO COURSES:

1. SOUTHERLY 64.28 FEET ALONG A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 597.50 FEET AND A LONG CHORD BEARING S8°03'45"W 64.25 FEET;
2. S11°08'41"W 163.03 FEET TO THE NORTH LINE OF SAID CANFIELD DRIVE;

THENCE N88°50'42"W 176.85 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 16 LOTS AND 43,521 SQUARE FEET OR 0.999 ACRES, MORE OR LESS.

TOGETHER WITH A JOINT ACCESS EASEMENT AS DESCRIBED IN THE EASEMENT FILED AS ENTRY 1653685, IN BOOK 2026, PAGE 2085 ON AUGUST 2, 1999 IN THE OFFICE OF THE RECORDER OF WEBER COUNTY, UTAH.

## OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE HEREON-DESCRIBED TRACT OF LAND HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND COMMON AREA AS SHOWN ON THIS PLAT, AND NAME SAID TRACT "SUNRISE POINT TOWNHOMES", AND HEREBY DEDICATE, GRANT AND CONVEY TO OGDEN CITY THOSE CERTAIN STRIPS DESIGNATED HEREON AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY OGDEN CITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS; AND DEDICATE, GRANT AND CONVEY AN EASEMENT OVER THE COMMON AREAS TO OGDEN CITY GUARANTEEING THAT THE COMMON AREAS REMAIN FOREVER OPEN AND UNDEVELOPED EXCEPT FOR APPROVED RECREATIONAL, PARKING AND OPEN SPACE PURPOSES; AND ALSO GRANT AND CONVEY TO THE SUNRISE POINT HOMEOWNERS ASSOCIATION, THE ASSOCIATION OF LOT OWNERS, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS COMMON AREA, TO BE USED FOR THE COMMON USE AND ENJOYMENT OF THE LOT OWNERS AS MEMBERS OF SUCH ASSOCIATION, SUBJECT TO THOSE RIGHTS GRANTED TO OGDEN CITY HEREIN.

BY:

  
NICK THOMPSON

\* Townhomes

## ACKNOWLEDGMENT

Survey  
Company

DESCRIPTION: