

**ENTRY NO. 00305766**

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Restrictive Covenants PAGE 1 / 11

DEBRA P. ZIRBES, JUAB COUNTY RECORDER

FEE \$ 64.00 BY KIDD WARD DEVELOPMENT



## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF YUBA LAKESIDE PLAT B OWNERS ASSOCIATION**

THIS DECLARATION of Covenants, Conditions and Restrictions of Yuba Lakeside Owners Association (the "Declaration") is made on this 28 day of April 2022 by Kidd Ward Development LLC, in its capacity as the owners and developers of Yuba Lakeside Plat B subdivision. This Declaration of Covenants, Conditions and Restrictions of Yuba lakeside Plat B Owners Association replaces the previously recorded Entry No. 00305661 dated 04/26/2022. See exhibit A for legal description.

### **RECITALS**

1. Declarant is the owner of certain real property in Juab County, Utah, which is set forth as Yuba Lakeside Plat B Subdivision and described more particularly on the Yuba Lakeside plat located in the Recorders' office of Juab County. Hereto to be referred to as the "Property".
2. Declarants are developing a residential subdivision on the Property to be known as Yuba Lakeside subdivision or (the "Project"). All construction is to be performed in accordance with the plans and drawings contained in the certified Record of Survey Map filed for record herewith.
3. Declarant intends to sell to various purchasers the residential lots subdivided on the property, subject to the covenants, conditions, restrictions, limitations and easements herein set forth.

Declarant hereby declares and certifies as follows:

### **ARTICLE I DEFINITIONS**

When used in this Declaration and in the Bylaws, the terms shall have the meaning set forth herein, unless the context requires otherwise,

1. Association means and refers to the Owners acting as a group in accordance with the Declaration and Bylaws.
2. Declarant means Kidd Ward Development LLC and their successors or assigns.

3. Declaration means and refers to the declaration of covenants, conditions and restrictions executed and acknowledged by the Developer and filed for record in the office of the Juab County Recorder.
4. Developer means and refers to Kidd Ward Development LLC and their successors or assigns,
5. Lot means and refers to any separately numbered and individually described plot of land designated for private ownership and construction of a single family home, and shall exclude the common and Limited Common Areas.
6. Management Committee means and refers to the Committee (as provided in the Declaration) charged with and having the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Property.
7. Map means and refers to the Record of Survey Map filed in the Juab County Recorders' office as Yuba Lakeside Subdivision.
8. Member means and refers to every person who holds membership in the Association.
9. Mortgage means any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.
10. Mortgagee means any person named as a Mortgagee or beneficiary under a Deed of Trust.
11. Owner means any person who is the owner of record (as reflected by the records in the office of the Juab County Recorder) of a fee interest in a Lot. Notwithstanding any applicable theory relating to mortgages, no Mortgagee nor any trustee or a Mortgage shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Developer shall be an Owner with respect to each Lot owned by Developer. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities or an Owner.
12. Plat means and refers to the plat map covering the Property executed and acknowledged by the Developer, accepted by Juab County, and filed for record in the office of the Juab County Recorder concurrently with the Declaration.
13. Project means and refers to the Yuba Lakeside planned residential development.
14. Property means and refers to the real property located in Juab County, State of Utah, more particularly described in the Declaration and on the Plat.



15. Single Family Home means and refers to a single family dwelling and approved accessory buildings on a lot and shall include fee title to the real property lying directly beneath said single family dwelling. Occupancy of the Single Family Home is restricted to not more than 90 consecutive days per year, and not more than 180 cumulative days per year,

16. Unit means and refers to a structure which is designated, constructed, and intended for use or occupancy as a single family residence.

## **ARTICLE II DWELLING QUALITY AND SIZE**

1. Wildland-Urban Interface The Yuba Lakeside Owners Association shall perform "Fire Prevention Maintenance" for all Common Areas, Any expense incurred as a result of such maintenance shall be considered a community obligation. Similarly, each Owner is individually obligated to comply with THE WILDLAND-URBAN INTERFACE CODE and particularly the following fire prevention strategies:

(a) Roofing Metal roofs are preferred and wood tile shingles are strictly prohibited.

(b) Exterior Materials Exterior plywood, wall board, or wood shingles may not be used on the exterior of the Units. In addition, the exterior of all detached buildings shall be finished with the same materials, colors, style as the main dwelling unit.

2. Lot and Single Family Home Maintenance Each Owner shall at his own cost and expense maintain any vacant lot in a clean, sanitary, and attractive condition at all times. Each Owner shall at his own cost and expense maintain and repair the interior and exterior of any Single Family Home, and shall maintain the yard and surroundings in a clean, sanitary, and attractive condition at all times. If a locked gate is installed by Owner, the Owner agrees to include a Knox Box on gate to allow entry by the fire department.

3. Storage of Material and Trash Handling No lumber, metals, bulk material, automobiles, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the property, except normal residential accumulation for no longer than one week, and except building materials during the course of construction or reconstruction of any approved building or structure. No dumping of rubbish shall be permitted on any portion of the Property. A contrary notwithstanding, the Management Committee may adopt a rule or rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Owners, and is permitted by law,

4. Driveways The driveways of each unit of the property shall be a minimum of 20 feet wide and constructed of compacted gravel, concrete, or some other material approved by the Management Committee. In constructing their driveways, lot owners agree to preserve and ensure the continued function of the existing drainage system, and where necessary, install a cattle guard or gate.

5. Each lot owner **is responsible to install and maintain a water meter that is authorized and approved by the Management Committee.**

### **ARTICLE III EASEMENTS, ETC.**

1. Holding Title Title to any Lot may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

2. No Separation No part of any Lot or of the legal rights comprising ownership of a Lot may be separated from any other part thereof during the period of ownership described herein, so that each Lot, the undivided interest in the Common Areas appurtenant to such Lot, and the exclusive right to use and occupy the Limited Common Areas appurtenant to each Lot, shall always be conveyed, devised, encumbered, and otherwise affected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or other disposition of a Lot or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively of the entire Lot, together with all appurtenant rights created by law or by this Declaration.

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

4. Right of Ingress, Egress, and Lateral Support Each Owner shall have the right to ingress and egress over, upon and across the Common Areas designated for use in connection with his Lot, and such rights shall be appurtenant to and pass with the title to each Lot.



5. Easement to Management Committee The Management Committee shall have non exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

6. Easement for Utility Services There is hereby created a blanket easement upon, across, over and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electricity, and other utility services.

7. Legal Description of a Lot Each conveyance or contract for the sale of a Lot and every other instrument affecting title to a Lot may describe that Lot by the number shown on the Map with appropriate reference to the Map and to this Declaration, as each shall appear on the Records of the County Recorder of Juab County, State of Utah, and in substantially the following form: Lot of Unit shown in the Record of Survey Map for Yuba Lakeside appearing in the records of Juab County, State of Utah.

## **ARTICLE IV**

### **MANAGEMENT COMMITTEE AND HOMEOWNERS ASSOCIATION**

#### **1. Status and General Authority of Committee**

(a) Declarant shall manage the Association until such time as fifty percent of the Lots have been transferred by Developer at which time the Project shall be managed, operated and maintained by a Management Committee as agent for the Homeowners Association and Owners. The Committee shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Committee's name. The Management Committee shall have, as is hereby granted, the following authority and powers:

(1) The authority, with the consent of the Owners, to grant or create on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas.

(2) The authority to execute and record, on behalf of all Owners, any amendments to the Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment.

(3) The power to sue and be sued.

(4) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained.

(5) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained,

(6) The power and authority to purchase, or otherwise acquire and accept title to any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances,

(7) The power and authority to add any interest in real property obtained pursuant to Subparagraph (6) of this Article to the Project, so long as such action has been authorized by the necessary vote and consent.

(8) The authority to promulgate such reasonable rules, regulations, and procedures as maybe necessary or desirable to aid the Committee in carrying out its function or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners.

(9) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Association, which may be reasonable or necessary for the Management Committee to perform its functions as agent for the Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Committee Election Vacancy The Management Committee shall be composed of three members. Only Owners shall be eligible for Membership. At the annual meeting, each Owner has one vote for as many candidates or committee memberships as there are seats on the Committee to be filled. In case of vacancy, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected.

(c) Rights and Duties The Management Committee, subject to the rights and duties of the Association, this Declaration, and the Bylaws shall be responsible for the general management of the Project, including maintenance of the Common Areas.

(d) Delegation to a Manager The Management Committee may carry out any of its functions which are capable of delegation through a Manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent



permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

(e) **Payment of Services** The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its function in the Project, whether by such Committee or by any person or entity with whom it contracts. The Management Committee may obtain and pay for the operation of the Project or the enforcement of this Declaration. It is recognized that the Management Committee may arrange with other persons to furnish snow removal, ground maintenance, and other common services to the Project, whether such personnel are furnished or employed directly by the Management Committee.

(f) **Personal Property Ownership and Use** The Management Committee may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Areas. Such interest shall not be transferable except with the transfer of a Lot. The transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such property without reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners.

(g) **Rules and Regulations** The Management Committee may make reasonable rules and regulations governing the operation and use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration and Bylaws. The Management Committee may suspend any Owner's voting rights at the meetings of Owners during any period in which such Owner fails to comply with such rules and regulations or any other obligation under this Declaration. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations, or to obtain damages for noncompliance, all to the extent provided by law.

(h) **Capital Improvements** There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas requiring expenditures in excess of \$1,000.00 without the prior approval of the Owners holding a majority of the voting power.

(i) Other Rights and Privileges The Management Committee may exercise any other right or privilege given to it expressly by this Declaration or by law.

2. Homeowners Association The conveyance of each Lot and its proportionate share of the Common Areas shall be subject to the covenants, conditions, restrictions, easements, charges, and liens as contained in the Declaration. All Owners shall automatically become members of the Yuba Lakeside Owners Association which shall at the Annual Meeting elect the Management Committee to maintain and administer facilities, pay the electric bill for the common well(s), maintain the common well(s), maintain the fence, maintain all roads, pay for a common dumpster(s) (dumpster for household trash only-no construction material) and maintain Common Areas in the Project, enforce the covenants and restrictions imposed in this Declaration, and collect and disburse the assessments and charges created herein. Assessment fees for the projects described above and any others the Association approves, shall be paid yearly at the Annual Meeting.

## ARTICLE V

### ASSESSMENTS

1. Assessments Assessments for services, maintenance, and related items as authorized in the Declaration and Bylaws are allocated as set forth herein.

(a) Agreement to Pay Assessments Each Owner of a Lot by the acceptance of a deed or contract therefore, whether or not it be so expressed in the deed or contract, shall be and agree to pay annual assessments for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected at the annual Homeowners Association Meeting in the manner provided hereunder.

(b) Basis of Assessments for Lot Owners **The total annual assessments against all Lot Owners shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, and well(s) maintenance, and common water system maintenance and any common range fencing maintenance and each lot shall have an equal obligation to pay for the electricity used by the well and road(s) maintenance and dumpster(s) pertaining to the Lots only, including expenses for management and any other expenses and liabilities which may be incurred by the Management Committee for the benefit of the Lot Owners.**



(c) Method Payment of Assessments, etc Annual assessments shall be made on a calendar year basis. The Management Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Lot not less than 30 days nor more than 60 days prior to the Annual Homeowners Meeting, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement of the assessment. Each annual assessment shall be due and payable in one annual payment. Each assessment shall bear interest at the rate of 12% per annum from the date it becomes due and payable if not paid within 30 days after such date. Such assessment becomes payable upon the date the Owner purchases his Lot, whether by conveyance of title or entering into a contract of sale and purchase.

(d) Special Assessments In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year special assessments, subject to the provisions of Article IV Section 1 Subpart (h) above, payable over such period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Any amount pursuant thereto shall be assessed to Lot Owners as set forth herein. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than 30 days after such notice shall have been given. A special assessment shall bear interest at the rate of 12% per annum from the date after it becomes due and payable if not paid within 30 days.

(e) Liens for Unpaid Assessments. All sums assessed to any Lot pursuant to this Section, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. Any such lien shall be superior to all other liens and encumbrances on such Lot, except only for governmental assessment authority, encumbrances on the interest of the Owner recorded prior to the date notice of the lien is recorded, which by law would be a lien prior to subsequently recorded encumbrances,

(1) To evidence a lien for sums assessed pursuant to this Section, the Management Committee may prepare a written notice of the lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed by the Management Committee and may be recorded in the Office of the County Recorder of Juab County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure

by the Management Committee in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee, and assessments against the Lot which shall become due during the period of foreclosure, The Management Committee shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Same as the Owner thereof.

(2) A release of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Juab County, State of Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

(3) Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay,

any amounts secured by the lien created by this Section, and upon such payments such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority,

(4) The Management Committee shall report to any encumbrancer of a Lot any unpaid assessments remaining unpaid for longer than 60 days after the same shall become due; provided however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

(f) Personal Obligation Assessments The amount of any annual or special assessment against any Lot shall be the personal obligation of the Owner thereof to the Association, Suit to recover a money judgment for such personal obligation shall be maintained by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use by abandonment of his Lot.

(g) Information Concerning Unpaid Assessments Upon payment of a reasonable fee not to exceed \$20.00 and upon written request of any Owner or mortgagee, prospective mortgagee, or prospective purchaser of a Lot, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, and any credit for advance payments of prepaid items. Unless such a request for a statement of account shall be complied with within 20 days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of the



mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the 20 day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within 10 days, and the purchaser subsequently acquires the Lot.

(h) Capital Improvements There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas requiring expenditures in excess of \$1,000.00 without the prior approval of the Owners holding a majority of the voting power.

(i) Purchaser's Obligation Subject to the provisions of Subparagraph (g), a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments.

**EXHIBIT A**

Lots 1-22 Yuba Lakeside Plat B sub-division.

Yuba Lakeside Plat B subdivision is located in A Parcel of Land located in Juab County, Utah, in the ~~East~~<sup>West</sup> Half of Section 1, Township 17 S Range 2 W, Salt Lake Base and Meridian, Juab County Parcel Numbers XD00-4537-A and XD00-4538-B

IN WITNESS WHEREOF, Declarant has executed this instrument the 28 day of April, 2022.

DeWard

DEBRA WARD, manager, Kidd Ward Development

[Signature]

JONATHAN KIDD, manager, Kidd Ward Development

[Signature]

Notary Public

