

WHEN RECORDED RETURN TO:
Toll Southwest LLC
Attn: Jeff Calcagni
1140 Virginia Drive
Fort Washington, Pennsylvania 19034


ENT 59248:2022 PG 1 of 19
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 May 13 1:45 pm FEE 108.00 BY AR
RECORDED FOR TOLL BROTHERS

Affects Parcel Nos.: 66:873:0301 through 66:873:0344, inclusive.

**NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SEASONS ESTATES SUBDIVISION, PLAT "D"**

Effective as of May 12, 2022

Lehi, Utah

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NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SEASONS ESTATES, PLAT "D"

This Neighborhood Declaration of Covenants, Conditions and Restrictions for Seasons Estates, Plat "D" (this "Declaration") is made effective as of May __, 2022, by Toll Southwest LLC, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant owns fee simple title to that certain real property situated in the City of Lehi, Utah County, Utah, described on Exhibit A (the "Property") attached hereto;

B. The Property consists of subdivided lots (each a "Lot" and collectively, the "Lots") as set forth on the official plat (the "Plat") for Seasons Estates Subdivision, Plat "D" filed February 4, 2022, as Filing No. 16020-2022, Map No. 18158, in the Office of the Utah County Recorder, together with related improvements that have been or will be constructed thereon as a residential subdivision;

C. The Property is part of a Master Planned Community known as Traverse Mountain, and is subject to various covenants, conditions, and restrictions, including, without limitation, those contained in the "Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain, a Master Planned Community" (the "Master CC&Rs") filed and recorded in the real property records of Utah County, Utah, as Entry No. 88194:2007 (consisting of 128 pages) on June 18, 2007, as the same may be amended from time to time;

D. Traverse Mountain Declarant Holdings, LLC, a Utah limited liability company ("TMDH") is the "Declarant" under the Master CC&Rs pursuant to that certain Assignment of Declarant Rights dated effective December 19, 2019;

E. Pursuant to that certain Notice of Designation of Neighborhood Builder Status and Waiver of Right of De-Annexation, recorded February 15, 2022, as Entry No. 20493:2022 in the Office of the Utah County Recorder (the "Builder Status Declaration"), TMDH designated Declarant, its subsidiaries, commonly controlled affiliates, and/or assignees as a "Neighborhood Builder" under the Master CC&Rs, with all rights and privileges set forth in the Master CC&Rs, and Declarant is authorized to execute and record this Declaration;

F. Declarant intends to develop and construct Improvements on the Property and sell to various purchasers the fee title to the individual Lots subject to the following covenants, conditions, and restrictions set forth which are hereby declared to be for the benefit of the entire Property described herein and the owners thereof, their successors and assigns; and

G. These covenants, conditions, and restrictions shall run with the land described in Exhibit A and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, and restrictions shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land.

NOW THEREFORE, Declarant, as owner of the Property and for the purposes set forth above, declares as follows:

ARTICLE 1

RECITALS/DEFINITIONS

- 1.1 Recitals. The Recitals set forth above are incorporated herein by reference.
- 1.2 Defined Terms. All capitalized terms used herein but otherwise undefined herein shall have the same meaning given to them in the Master CC&Rs.

ARTICLE 2

SUBMISSION

2.1 Submission. Declarant hereby dedicates or ratifies the dedication of any public streets and other public areas as indicated on the Plat for perpetual use of the public. Declarant hereby submits the Property, and all Improvements constructed thereon or to be constructed thereon, together with all appurtenances thereto, as described above and on the Plat, to the provisions of this Declaration. All of the Property shall be held, sold, conveyed, transferred, developed, leased, subleased, accepted, received, and occupied subject to the following covenants, conditions, and restrictions. This Declaration and the Plat shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 3

DESIGN CONTROL

3.1 Design Control. Pursuant to Section 17.4 of the Master CC&Rs, Declarant is not subject to Aesthetic Review Committee approval with respect to its construction or development activities on the Property. As such, Declarant has the right to construct, install, or alter Improvements on the Property notwithstanding Article 4 of the Master CC&Rs. For avoidance of doubt, all Persons, other than Declarant, TMDH, or any Person which Declarant designates in a Supplemental Declaration, shall not construct, install, or alter any Improvement on the Property unless said Person complies with Article 4 of the Master CC&Rs.

ARTICLE 4

COVENANTS CONDITIONS AND RESTRICTIONS

4.1 Master Association. Each Lot Owner shall be a member of the Master Association as contemplated in the Master CC&Rs and Governing Documents and are hereby bound to honor and abide by all of the Master Association's rules and regulations. Each Owner must pay, and hereby indemnifies Declarant from paying, all fees (including, without limitation, any setup fees, reinvestment fees, transfer fees, redevelopment fees, etc.), assessments, charges, and expenses contemplated in or by the Master CC&Rs, Governing Documents, or other

documents of record. After an Owner acquires title to a Lot, all monthly Assessments will be billed to the Lot Owner of the acquired Lot.

4.2 Landscaping. Trees, lawns, shrubs and other landscaping provided by the Owner either before or after the construction of a Residence on a Lot within the Property shall be properly maintained, cared for, and replaced at the Owner's sole expense. No landscaping, fence, wall, or screen may be erected which obstructs traffic sightlines or would otherwise constitute a traffic hazard. No landscaping or other Improvements may be placed on any Lot if doing so would damage or interfere with established slope ratios, cause erosion to any Lot, or change the direction or location of drainage channels. All materials used to retain and contour the slope of any Lot or Improvement must conform to the natural beauty and color of the Project. Each Residence must have an outdoor sprinkler system for fire protection and irrigation.

4.3 Landscaping Deadline. Each Lot, including the parking strip associated with each Lot, within the Property must be landscaped within eighteen (18) months of the issuance of a certificate of occupancy for the Residence.

4.4 Construction, Quality, Size, and Height. All Improvements that an Owner causes to be constructed on the Owner's Lot within the Property shall be of new materials and shall be of good quality and workmanship. Pictures and/or renderings shall also be submitted depicting exterior materials and colors. The Aesthetic Review Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the Architectural Guidelines which may be obtained from the Master Association at its principal office. All fencing within the Property must comply with the Approved Fencing Styles attached hereto as Exhibit B.

4.5 Animals. Only pets that comply with the Area Plan and the Lehi City Development Code and that are domestic dogs, cats, fish, and similar household pets are permitted on the Property. Notwithstanding the foregoing, dogs and cats are limited to two (2) each per Lot. No animals may be raised, bred, or kept for commercial purposes. Animals within the Property must be kept at all times within an enclosure or on a leash held by a person capable of controlling the animal. Approved fencing enclosing the rear yard is required for any Owners who choose to have dogs, whether or not the Owner shares a property line with the other Owners. Excessive barking or other disruptive animal noises will be deemed a nuisance.

4.6 Parking and Storing Vehicles. No articles, material, equipment or vehicles of any nature may be parked or stored on any street located within the Property; provided that licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the streets of the Property for brief periods of time (i.e. less than forty-eight hours) with overnight parking of such vehicles being restricted to the driveway of the Residence being visited. No automobiles trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles may be stored on driveways; such restricted vehicles must be stored in an enclosed garage.

4.7 Garbage and Refuse Disposal. No Lot may be used as or maintained as a dumping ground for rubbish, trash, or other waste and such materials may not be kept except in covered containers. All trash containers must be covered and kept screened from view from the street in suitable enclosed areas, except during collection. All equipment for the storage or

disposal of such materials must be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash within the Property is prohibited. Each Lot and its abutting street must be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects may be stored on any Lot in view of the general public.

4.8 Signs. With the exception of a sign which states that the premises are for sale and signs displayed for political, religious, and holiday purposes, no signs, posters, displays or other advertising devices may be erected or maintained on, or shown or displayed to the public view on any Lot without the express written consent of the Aesthetic Review Committee. The Aesthetic Review Committee may adopt reasonable restrictions on the time, place, and manner in which any signs are displayed as part of the Architectural Guidelines. The Aesthetic Review Committee may require all unauthorized signs to be removed. This Section does not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the Lots.

4.9 Soil Erosion. It is the responsibility of each Owner to conduct any construction, landscaping, or other activities on the Lot in such a manner as to minimize erosion and runoff. Each Owner shall also bear full responsibility for compliance with the applicable Storm Water Pollution Prevention Plan (“SWPPP”) during construction, landscaping, or other activities on the Lot. Construction must be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring Lots or other portions of the Project or into the Project’s storm drainage system. Each Owner shall cause all construction to take place in a good and workmanlike fashion so as not to interfere with the natural streams or drainage systems once constructed. Compliance Assessments may be levied on Owners who do not comply with the minimum requirements. Under no circumstance may landscaping or other Improvements on a Lot direct runoff onto another Lot or other portion of the Project.

4.10 Repair of Improvements. No Improvements on any Lot shall be permitted to fall into disrepair and such Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any Residence or other Improvement on a Lot is damaged or destroyed, then subject to the approvals required by the Master CC&Rs, such Residence or other Improvement structure shall be immediately repaired or rebuilt or shall be demolished.

4.11 Subdividing Lots, Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller Lots by any Owner, nor shall any easement or other interest therein be conveyed or transferred by any Owner without the prior written approval of the Aesthetic Review Committee, which approval must be evidenced on the plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Aesthetic Review Committee. Any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon are null and void. No application for rezoning of any Lot, and no applications for variances or use permits may be filed with any governmental authority unless the proposed use of the Lot has been approved by the Aesthetic Review Committee and the proposed use otherwise complies with this Declaration and the Master CC&Rs.

4.12 Residences Not Insured by Declarant. Declarant shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residence and acts and events thereon. Accordingly, each Owner shall secure and keep in force at all times fire and extended coverage insurance which shall be at least equal to that commonly required by private institutional mortgage investors in the area in which the mortgaged premises are located. The policy shall provide, as a minimum, fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy.

ARTICLE 5

MAINTENANCE

5.1 Maintenance by Owner. Each Owner shall maintain such Owner's Lot, and the Residence and all other Improvements thereon, including landscaping, in good repair and in a clean and tidy manner, and in accordance with all the Covenants set forth in this Declaration and the Master CC&Rs to not detract from the overall appearance of the Project. Each Owner shall maintain the Residence and all other Improvements in a safe and functional condition. Each Owner shall maintain such Owner's Lot at the Owner's expense.

5.2 Purpose of Compliance Assessment. In order to create, maintain, and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the Project, and to protect and promote the value of the Project, each Owner covenants and agrees to maintain such Owner's Lot in accordance with the terms of this Declaration and the Master CC&Rs, or be subject to the assessment of Compliance Assessment to be enforced by the Master Association as provided in the Master CC&Rs.

5.3 Maintenance of Parking Strip. Each Owner is responsible to landscape and maintain the parking strip associated with each Owner's Lot. Required maintenance will include, without limitation, the mowing and watering of the parking strips, removal of weeds, clearing of debris, other general care, and removal of snow from the sidewalk. In the event that any Owner fails to landscape or maintain the parking strip, whether such failure is caused through the failure to act or the willful or negligent act of any Owner, its family, guests or invitees, or otherwise, then, subject to the provisions of Section 5.5 of this Declaration, the Aesthetic Review Committee shall have the right to cause such landscaping and maintenance to be performed, and the cost of such maintenance or repairs, shall constitute a Compliance Assessment to which such Owner's Lot shall be subject and the Compliance Assessment will be enforced by the Master Association and secured by the Master Association's Lien, as set forth in Article XII of the Master Declaration.

5.4 Failure to Properly Maintain a Lot.

5.4.1 Each Lot within the Property, including the parking strip associated with such Lot, must be maintained by its Owner without regard to whether any Improvements have been constructed thereon by said Owner. Without limitation, the following actions or conditions constitute a failure to properly maintain a Lot: (a) any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality

of the surrounding Lots or other areas of the Project; or (b) any portion of a Lot is used in a manner which violates this Declaration or the Master CCRs; or (c) any Owner fails to maintain acceptable vegetation on any slope greater than 30% on said Owner's Lot; or (d) any Owner fails to perform any of its obligations under this Declaration or the Architectural Guidelines, including without limitation, the obligation to obtain appropriate approvals from the Aesthetic Review Committee.

5.4.2 In the event any Owner fails to properly maintain such Owner's Lot as set forth in Section 5.4.1, then, subject to the provisions of Section 5.5 of this Declaration, the Aesthetic Review Committee shall have the right to cause appropriate maintenance or repairs to be performed, or to commence appropriate legal action to enforce the terms of this Declaration or the Architectural Guidelines, and the cost of such maintenance, repairs, or legal action, shall constitute a Compliance Assessment to which such Owner's Lot shall be subject and the Compliance Assessment will be enforced by the Master Association and secured by the Master Association's Lien as set forth in Article XII of the Master Declaration.

5.5 Notice to Owner. In the event that any Lot, including the parking strip associated with such Lot, is not maintained or repaired as set forth herein, then the Aesthetic Review Committee may, by resolution, make a finding to such effect. Said resolution shall specify the particular condition or conditions which exist on said Lot. The Aesthetic Review Committee shall give written notice thereof to the Owner of the applicable Lot that unless the conditions stated in the Resolution are corrected within fourteen (14) days of the date of such notice, the Aesthetic Review Committee shall have the right without further notice or demand, to cause the conditions set forth in the Resolution to be corrected, including by legal action if necessary, at Owner's cost. If at the expiration of said fourteen (14) days the requisite corrective action has not been taken, the Aesthetic Review Committee shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Compliance Assessment levied against said Lot and shall be secured by a lien by the Master Association. The Compliance Assessment shall be levied against only the Lot set forth in the Resolution adopted by the Aesthetic Review Committee. Written notice of the amount of Compliance Assessment levied shall be given to the Owner of the Lot. The Compliance Assessment shall be due and payable in full within fifteen (15) days of the date of such notice. If unpaid, the Master Association will enforce the Compliance Assessment.

5.6 Master Association's Lien. Any Compliance Assessment issued under the terms of this Declaration will be deemed an Assessment within the scope of the Master CC&Rs and will be enforced by the Master Association according to the terms and conditions for enforcing Assessments as provided in Article VII or XII of the Master CC&Rs. Upon enforcement or collection, the Master Association will remit the amount of the applicable Compliance Assessment to the Aesthetic Review Committee within thirty (30) days.

ARTICLE 6

AMENDMENT, DURATION AND TERMINATION

6.1 Declarant's Right to Amend. Until such time that Declarant no longer owns any real property within the Property (the "Declarant Turnover"), the Declarant shall have the right

to amend, revise, and modify this Declaration, in any way, and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from any Person, except as required by the Master CC&Rs. Any such amendment to the Declaration shall be effective upon the recordation by the Declarant of an amendment duly signed by an authorized officer or person of the Declarant, with such signature acknowledged. When recorded, any such amendment shall be binding upon the Property and all Persons having an interest therein, including all Owners. Without limiting the generality of the foregoing, the Declarant alone may amend or terminate this Declaration prior to the closing of a sale or transfer of any Lot.

6.2 Duration; Termination. This Declaration shall continue in perpetuity unless and until the Declarant files a notice of termination in the office of the Utah County Recorder at any time prior to the Declarant Turnover.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

7.2 View Disclaimer. By promulgation and enforcement of this Declaration neither the Aesthetic Review Committee nor Declarant or their respective agents, employees and consultants make any representations concerning the view, if any, that any Owner will enjoy. Each Owner, by accepting a conveyance of a Lot, acknowledges that any view from a Lot may be impaired or totally obstructed by construction on other Lots, other land not a part of the Project or by growth of landscaping on other Lots or other property within the Project. Each Owner acknowledges that he has not right to the existence or unobstructed continuation of any particular view.

7.3 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

7.4 Covenants Run with the Land. The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of all parties who hereafter acquire any interest in or occupy a Lot or any part of the Property, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for

damages or injunctive relief. By acquiring any interest in a Lot, each Owner agrees to be bound by the Governing Documents.

7.5 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Owner as to any similar matter.

7.6 Taxes on Lots. Each Owner will pay all taxes which may be assessed against such Owner's Lot.

ARTICLE 8

DISPUTE RESOLUTION; ARBITRATION

8.1 Statement of Intent. As used in this Article 8, "Association" means the Master Association, the Aesthetic Review Committee, any homeowners association specific to the Property which the Declarant organizes, or any association which the Owners, or any group of Owners, may form to control, manage, maintain or improve the Project or any portion of the Project. Prior to purchasing a Lot, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, an inspection on any Lot that Owner is purchasing or any other aspect of the Project, including, without limitation, the Common Areas. Moreover, if any written warranty has been provided, it identifies the only items that are warranted by the Declarant or the Declarant and any parent or subsidiary entity of Declarant and any entity owned or controlled by an entity which owns or controls Declarant ("Developer"). Having had the ability to inspect prior to purchasing a Lot, having received a written warranty if any warranty is provided, and having paid market price for a Lot in the condition it and the Lots and Common Area are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant, Developer, and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Lot) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lot during any period when litigation is pending. For this reason, the Owners, by purchasing a Lot, and the Declarant covenant and agree that claims and disputes shall not be pursued through court action, but shall be asserted and resolved only through the specific alternative dispute resolution mechanisms described below, and only after full disclosure, satisfaction of the right to cure periods, and knowing approval of the Owners, as set forth in the provisions of this Article 8. In addition, the Association and the Owners agree that they take ownership and possession of the Lots and Common Areas AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims any and all warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

8.2 Binding Arbitration for All Disputes. To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Association may have involving the Declarant, the Developer, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant or Developer, or any engineer or contractor involved in the design or construction of the Project, which arise from or are in any way related to a Residence or other Improvement on a Lot, Common Area, Limited Common Area, or any other Improvement on or component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant or Developer and any Owner or between or involving the Declarant or Developer and the Association. Arbitration proceedings, however, shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 8.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include the following:

8.2.1 Any allegation that a condition in any of the Residences on the Lots, the Common Areas, the Limited Common Areas, or other Improvements in the Project is or involves a construction defect;

8.2.2 Any disagreement as to whether an alleged construction defect has been corrected;

8.2.3 Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;

8.2.4 Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;

8.2.5 Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;

8.2.6 Any alleged violations of consumer protection, unfair trade practice, or other statutes or laws;

8.2.7 Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;

8.2.8 Any allegation that any condition existing in the Project or created by the Declarant, Developer, or any of contractors, including construction-related noise, dust, and traffic, is a nuisance, a defect, or a breach of any implied warranties of habitability or other implied warranties;

8.2.9 Any disagreement concerning the scope of issues or claims that should be submitted to binding arbitration;

8.2.10 Any disagreement concerning the timeliness of performance of any act to be performed by Declarant, Developer, or any contractors;

8.2.11 Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;

8.2.12 Any disagreement or dispute regarding management of the Association, or regarding reserve studies or funding of Association expenses; and

8.2.13 Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of Improvement on the Lots, Common Areas, Limited Common Areas, off-site Improvements, management of the Association, or other claims regarding the Project.

8.3 Pre-Arbitration Requirements. An Owner or the Association may only pursue a claim against the Declarant in arbitration after all of the following efforts of dispute resolution have been completed: (a) Right to Cure: the claimant (e.g. the Owner or the Association) shall provide to the Declarant or Developer, as applicable, a written Notice of Claim (defined below) and permit the Declarant or Developer one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings; and (b) if the dispute is not resolved within the 180-day Right to Cure period, the parties shall participate in formal mediation with a mutually-acceptable third-party mediator in an effort to resolve the Dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant or Developer that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.

8.4 Notice of Claim. “Notice of Claim” shall mean and include the following information: (a) an explanation of the nature of the claim, (b) a specific breakdown and calculation of any alleged damages, (c) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (d) photographs of any alleged defective condition, if applicable, (e) samples of any alleged defective conditions or materials, if reasonably available, (f) an explanation of the efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (g) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

8.5 Member Approval; Legal Opinion; Arbitration. If a claim or Dispute has not been resolved after satisfying and complying with the above-described “Pre-Arbitration Requirements,” then the claimant (Owner or Association) shall have the right to proceed with binding arbitration; however, the Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Association after the Association has obtained a written opinion from legal counsel advising the Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Association prevails, and the Association has allocated an amount equal to 25% of the cost estimated to resolve the Dispute not including attorney fees, and placed the 25% allocated funds in a trust account that the

Association may only use to pay the costs to resolve the Dispute. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a mutually-acceptable arbitrator (preferably a former judge), or, if an arbitrator cannot be mutually selected, then by a member of the National Panel of Construction ADR Specialists promulgated by Construction Dispute Resolution Services, LLC ("CDRS"). The binding arbitration shall be conducted according to the rules and procedures set forth in the Arbitration Rules and Procedures promulgated by CDRS. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

8.6 Fees and Costs of Arbitration. Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties. The arbitrator shall not award attorney fees, expert witness fees or arbitration costs to the prevailing party.

8.7 No Waiver of Arbitration Right. If any Owner, the Association, or the Declarant files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration or to insist on compliance with the requirements set forth in this Article 8. If any such court action is filed, then the court in such action shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein, including, without limitation, compliance with the Pre-Arbitration Requirements set forth above.

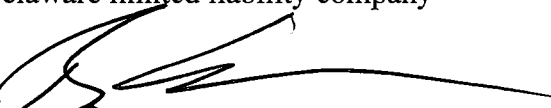
8.8 Waiver of Subrogation. The Association and each Owner waives any and all rights to subrogation against the Declarant, the Developer, and any builder, contractor, and engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, the Project engineer, and builder, contractors of the Declarant and the builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Association and Owners hereby release Declarant, the Project engineer, and builder, and their respective officers, employees, owners, contractors, insurers, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or builder, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify and defend the Declarant, the Developer, and any of their officers, employees, owners, contractors, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed effective as of the date first set forth above.

DECLARANT:

TOLL SOUTHWEST LLC,
a Delaware limited liability company

By: 

Name: BENJAMIN GRILLEN

Its: VP. UTAH.

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this 5 day of May, 2022, personally appeared before me Benjamin Grillen who being by me duly sworn, did say that they are the authorized agent of the Declarant authorized to execute this Declaration and did certify that this Declaration was approved by Declarant's members.


NOTARY PUBLIC

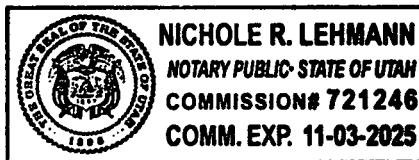


Exhibit A - Legal Description

LOTS 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344 SEASONS ESTATES SUBDIVISION, PLAT "D" AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED FEBRUARY 4, 2022, AS FILING NO. 16020-2022 MAP NUMBER 18158 IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, UTAH.

Exhibit B – Fence Standards

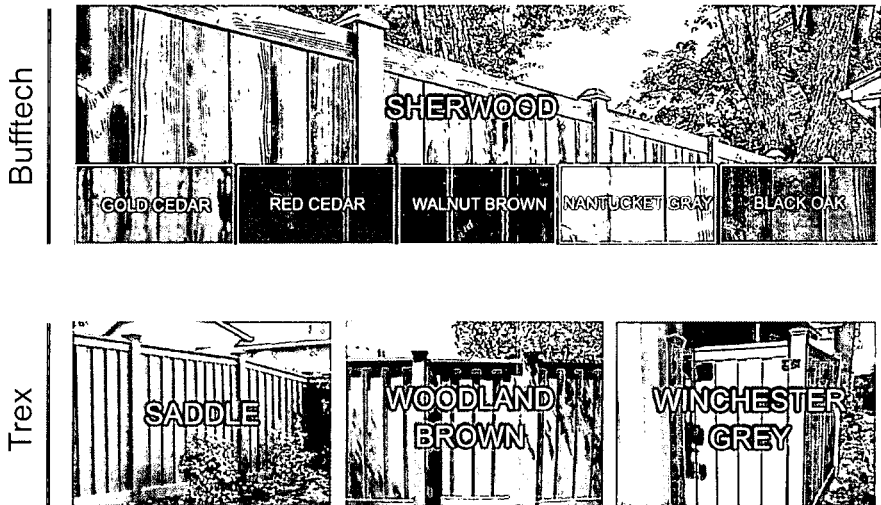
[Attached]



APPROVED FENCING STYLES

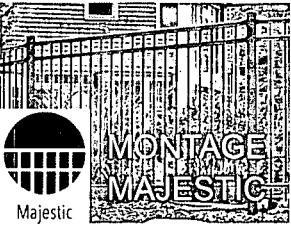
TOLL BROTHERS @ LAKEVIEW ESTATES

COMPOSITE (6' height)

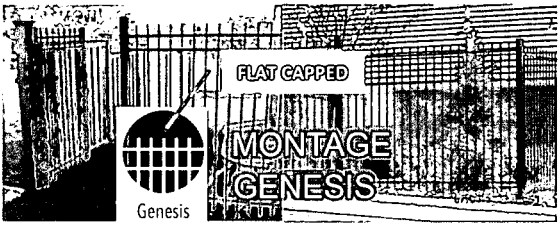


METAL (4' - 6' height)

Ameristar



Majestic



Genesis

WROUTH IRON FENCING
4' - 6', Ameristar Montage Majestic and
Montage Genesis Styles - Black Powder
Coat Finish
(Black aluminum fencing in these styles is
also allowed)

THESE STYLES
ARE **NOT APPROVED**:



Classic



Warrior



Crescent



APPROVED FENCING STYLES

TOLL BROTHERS @ LAKEVIEW ESTATES

Plans must be submitted with the Property Improvement Form and approved by the ARC prior to installation.

***Colors are for depiction purposes only. Check with manufacturer for exact details.**