

**AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
FOR FAIRVIEW LAKES ASSOCIATION, INC.**

This Amended and Restated Declaration of Protective Covenants (hereinafter "Declaration" or "Covenants") for Fairview Lakes Association, Inc., (hereinafter "Association") is dated this 18<sup>th</sup> day of July, 2016. This Declaration, supersedes all prior versions and amendments of the protective covenants of Fairview Lakes Association (the "Association").

This Declaration is effective and enforceable upon final approval and ratification by the Association, a corporation organized and existing under the laws of the State of Utah.

**1. LOCATION**

- 1.1** The registered office of the Association in the state of Utah shall be located at 765 North Main Street, Spanish Fork, Utah 84660, or any other address specified by the Governing Board of the Association.

**2. PURPOSE**

- 2.1** The purpose of this Amended and Restated Declaration is to update the protective covenants; to make said covenants consistent with those of the Property Lessor, the Cottonwood Gooseberry Irrigation Company; to make the covenants consistent with the By-Laws of the Association (and the Articles of Incorporation of the Association) and to establish a common understanding of the Covenants between and among all members of the Association.
- 2.2** It is the intention of the Association, expressed by the execution of these Covenants, that the property within the Renewable Lease Agreement effective July 1, 2015 between Cottonwood Gooseberry Irrigation Company and the Association, as recorded in the office of the Sanpete County, Utah Recorder (see 2015 Renewable Lease attached hereto), continue to be developed and maintained as a highly desirable residential and recreational area.
- 2.3** Additional purposes of these Covenants are to enhance the value of the leasehold property, to enhance the experience and safety of the Association Members, and preserve and protect the natural environment, beauty and vistas of the Association area and its surrounding areas, insofar as is possible in connection with the uses and structures permitted by these Covenants.
- 2.4** These Covenants are designed to preserve the appearances and values of the Association area and surrounding areas for present and future benefits to Association members. It is further intended that the Association and its members will exercise good stewardship of the Association area, good neighbor practices and respect for the surrounding areas.
- 2.5** These Covenants are designed to ensure a peaceful, helpful and respectful environment for all members and their guests, insofar as is possible in connection with the uses and structures permitted by these Covenants.

- 2.6 The purposes of these Covenants is to establish an understanding of common goals and implemented plans for the possession, use, enjoyment, safety, repair, maintenance and improvement of the Association interests and areas.

### **3. FUNCTIONS, POWERS, MEMBERSHIP**

- 3.1 The Association is formed and constituted to perform functions as provided in this Declaration and to further the common interest of all members which may be subject to, in whole or in part, any or all of the provisions, covenants, conditions, and restrictions contained herein. The Association shall be obligated to and shall assume and perform all functions imposed on it or contemplated for it, by this Declaration and any future supplements and amendments to it, insofar as they are legally included. The Association shall have all powers necessary or desirable to affect such functions. The Association or its members shall not engage in commercial "profit-generating" activities, insofar as it pertains to the management of the Association area, unless common agreement has been reached between the Association and the Cottonwood Gooseberry Irrigation Company, and unless such common agreement has been reduced to writing and executed by all parties.
- 3.2 Specific responsibilities for conducting the Association business and other of its affairs will be assigned by the Governing Board to individual Board Members, who in turn, will carry out their assigned responsibilities with the assistance of member committees that include two to four members in addition to the Board Member. Specific committees include: (1) Architectural Committee, (2) Engineering Committee, (3) Environmental Committee, (4) Financial Committee, (5) Ombudsman Member Representative (6) Safety Committee and (7) Security Committee. The Governing Board, when necessary, may also assign temporary ad hoc committees such as a Social Committee, Cultural Committee, or any other committee.
- 3.3 Membership is restricted to those approved by the Governing Board who hold a Membership Certificate, including a person of legal age, a state registered Family Corporation, partnership, and registered trustees. Each Sublease Interest must have filed a responsible entitlement of one member person with the Secretary of the Association.
- 3.4 Membership privileges offered by the Association are contingent on complete compliance with the articles included in these Covenants; accordingly, the privileges may be withheld or revoked if compliance is not satisfied in the following orderly manner: (1) a letter of notice of a violation of any of these Covenants or reprimand is sent to the Member, (2) a fine is imposed by the Governing Board, with interest defined, (3) a formal arbitration with the Governing Board at the member's request, (4) corrective actions may be unilaterally taken by the Association, where possible, and (5) the cost of correction actions is added to the member's annual dues assessment, with interest defined.
- 3.5 Sale of memberships, changes in partnerships and changes in trustees must be approved by the Governing Board before an amended Membership Certificate can be issued to the new or modified members. Each sale, or change included herein will require a \$500 transaction fee, or a fee as determined from time to time by the Governing Board, payable to the Association, before the transactions are approved and amended Membership Certificates are issued.

#### 4. DEFINITION OF TERMS

**Animals** - All animals not natural to the Association area, except for sheep; including horses and mules, pet dogs and cats or any other animal pet.

**Association Area** - All of the area leased to the Lessee by the Lessor.

**Board Member** - Any person, elected to the Governing Board by the members, or appointed by the Governing Board to fill vacancies.

**Membership Certificate** - A certificate offered to a member by the Association to register his (its or hers) exclusive use of an assigned lot number, providing the use is in compliance with all financial obligations to the Association, and use privileges and restrictions set forth in these Covenants and its By-Laws.

**Common Area** - Any area designated by the Governing Board for common use by the members. Note: Notwithstanding the foregoing, parking vehicles, building structures, driving vehicles of any kind off designated roads (except for winter travel with snowmobiles and/or snow cats), grazing horses, harvesting plant materials, and removing of trees and wood are not allowed on the Common Areas unless approved first by the Governing Board.

**Development** - The physical property defined by the Renewable Lease Agreement effective July 1, 2015 between the Cottonwood Gooseberry Irrigation Company, as Lessor and the Association, as Lessee.

**Governing Board** - A board consisting of seven (7) members (hereafter referred to as "Governing Board") elected by the members to conduct the Association business.

**Guests** - Any person, of any age that is not a registered member, visiting a member. The number of times visited and the lengths of said visits do not disqualify the definition of guest.

**Lessee** - Fairview Lakes Association.

**Lessor** - Cottonwood Gooseberry Irrigation Company.

**Member** - Any person of legal age, state registered family corporation, limited liability company, family partnership or registered trust approved by the Governing Board may be permitted to hold membership in the Association providing: (1) a membership is available and all financial obligations to the Association, pertaining to the lot number, have been fully satisfied, and (2) the name of one person is registered with the Secretary of the Association as the member responsible to the Association.

**Nuisance** - Any structure, noise, light, odor and all others not listed herein that are produced and sustained by the Association Members and declared by the Governing Board to be offensive or dangerous to the safety and tranquility of the Association Members, and the rights of ownership for properties adjoining the boundaries of the Association Area. Construction inconveniences will be included, but evaluated by a reasonable set of construction criteria, including but not limited to the time taken to complete construction.

**Partnership** - Two or more persons of legal age, state registered family corporations or limited liability companies, or registered trustees holding common interest as the member, providing one person is registered with the secretary of the Association as the member responsible to the Association.

**Single-Family Dwelling** - A structure built to accommodate a single family and/or their guests. This definition shall be violated if the dwelling is subdivided into multiple apartments or apartment-like subdivisions that allow independent living in multiple areas of the structure.

**Structures** - Any structure constructed on a lot number, including septic tanks, trailer pads, sheds, driveways, homes, and whatever else the Governing Board considers a modification of the natural environment.

**Surrounding Area** - All private, federal and state/county owned property adjoining the Association Area.

**Trailer Pad** - Any space, improved or not improved, that a travel trailer, camp or tent trailer, pickup bed camper, motorhome or any vehicle used for overnight accommodations, is parked on.

**Vehicle** - Motorized vehicles of all types, including trucks, cars, tractors, construction equipment, snowmobiles, snow cats, scooters, motorcycles, bicycles, Off Highway Vehicles ("OHVs"), 4-wheelers, 3-wheelers, side-by-sides and other OHVs, golf carts, and any other motorized vehicle not included in this listing.

## **5. ARCHITECTURAL COMMITTEE**

**5.1 Committee Composition** - The Architectural Committee shall be composed of no more than four committee members: the Board member responsible for architectural matters, who shall chair the committee and those members selected by the Board member. The Governing Board must approve members of the committee. The Chairperson will serve for three years, the others as the board finds necessary for the committee to function expeditiously and effectively. The Architectural Committee shall have the powers, duties and responsibilities set forth in these Covenants.

**5.2 Committee Decisions** - In deliberations for approval of plans and variances submitted to the Architectural Committee, it shall exercise its best judgment to see that all construction specified in Section 5 (at large) harmonizes with the natural surroundings to the greatest extent feasible. In so doing, it shall give close attention to design, exterior color, setting, height, topography, grading, preservation of vegetation, and to the best of its ability, ensure the protection of the natural views and beauty of vistas for each lot in the Association. Natural products and earth tones on the exterior will be strongly encouraged.

**5.3 Compliance Approval** – Plans for any new construction, additions, alterations and modifications of existing structures of all types, must be approved by the Chairman of the Architectural Committee before construction begins. Said approvals must be obtained for, but not limited to: houses and cabins, storage facilities not part of houses and cabins, generator sheds, garages, driveways, parking pads, trailer

pads, tree-houses, decks and patios, septic tanks, retaining walls, and any other structure or modification of a registered lot deemed by the Architectural Committee and/or the Environmental Committee to be an alteration of the natural environment.

- 5.3.1 Drafted Plans for all new construction, additions, alterations and modifications including all structures, perk test results, drive entries, parking spaces, trailer pads, including but not limited to, water lines and power lines must be submitted to the Architectural Committee for written approval, accompanied by site plans with grading and excavation plans specifying the location and orientation thereof, using a 1/4 in. scale. All single-family dwellings shall not be less than 600 square feet per ground floor measurements.
  - 5.3.2 No member shall be required to build a cabin on their registered lot. Only single-family structures (cabins) will be permitted on any registered lot, with the exception of (1) an additional single garage, and (2) no more than two (2) equipment, generator, or storage sheds. In no case will the total of the square footage of the additional structures exceed six hundred (600) square feet. In no case will structures not inspected by Sanpete County be allowed human occupancy.
  - 5.3.3 No television, radio, or other communication towers shall be permitted within the Association area, with the exception of towers for solar power panels. Radio and television antennae and satellite dishes may be used on individual lots after being approved by the Architectural Committee before their installation.
  - 5.3.4 Including, but not limited to, all water, gas, electrical, television, and other utility pipes, lines or cables within the Association area shall be placed underground.
  - 5.3.5 It shall be the responsibility of the member to direct all work on his/her lot to minimize erosive water runoff, prevent construction and excavation materials from collecting on neighboring lots of Association members and protect against any encroachment on natural streams, springs, ponds and irrigation ditches. Interference with stream or spring flows or use of non-culinary water for any purpose is strictly prohibited.
  - 5.3.6 All new construction, additions, alterations and modifications of existing structures of all types, must first have the lot lines clearly marked in concept by: (1) the member submitting plan for approval, and (2) confirmed by the chairman of the Architectural Committee.
  - 5.3.7 Pursuant to the rules set forth by the Central Utah Public Health Department, no onsite dumping of wastewater is permitted. Trailers and other recreational vehicles must use an approved dump station, as needed, or install an approved septic tank on the lot. Violations are subject to fines levied by the Central Utah Public Health Department and the Association.
- 5.4 **Construction Time Frame** - (1) Approval of plans for construction of improvements is valid for one year only. In the event construction has not started within one year of the approval date of constructions-plans, an updated approval must be obtained.

(2) After construction starts, three years will be allowed for completion of exterior construction, including but not limited to water lines, septic tanks, exterior walls and roofs and with doors and windows installed. (3) An additional three years will be allowed for completion and final Sanpete County inspection.

**5.5 Building Setbacks** - No building, structure, road or device (i.e. propane tank) etc. shall be approved which is closer than twenty-five (25) feet to any lot line, private property line or Federal or State property line, and fifty (50) feet to any Association frontage road. Where legitimate hardships or exceptional circumstances exist for a specific lot, variances to these setbacks may be granted by the Architectural Committee in accordance with and as feasible with this Section 5 of these Covenants.

**5.5.1** All plans submitted for approval by the Architectural Committee shall be reviewed for compliance with these Covenants. All plans for new construction, and additions, alterations, and modifications of existing structures that are intended to house people for any purpose must first be submitted to the Architectural Committee. After approval, plans must be submitted to Sanpete County to obtain an official building permit before construction begins. A final inspection permit obtained from the said county must be obtained before occupancy is permitted.

**5.5.2** Summer only trailer or other recreational vehicle placement may be approved by the Architectural Committee if a member wishes to leave his trailer or recreational vehicle providing overnight accommodations at the site all summer. NO MORE THAN ANY COMBINATION OF TWO (2) TRAILERS OR OTHER RECREATIONAL VEHICLES, per lot, shall be permitted.

**5.5.3** No permanent or summer only placement of travel trailers or recreational vehicles for overnight use on a lot where a cabin is constructed is permitted. In the event a member should invite trailers or recreational vehicles to park on the lot, on a temporary basis only, the maximum time allowed, per trailer or recreational vehicle, is sixteen (16) days. Trailers and recreational vehicles, including utility trailers, shall be subject to the same setback rules as cabins.

**5.6 Variance Approval** – The Architectural Committee may allow reasonable variances when certain difficult circumstances are present such as issues with topography or location of planned construction. The Architectural Committee will consider the circumstances and may allow variances to any of the provisions of the covenants related to new construction, additions, alterations, modifications of existing structures, and location with the imposition of such conditions as it deems appropriate. Appeals to variances granted or denied by the Architectural Committee may be made by any member using the same procedure as set forth for in Section 5 (at large).

**5.6.1** In the event that additional time is required to complete the three phases of construction outlined in Section 5.4, additional time may be granted upon a written request provided to the Architectural Committee.

- 5.7 Default Approval** - In the event the Architectural Committee fails to take any action within thirty (30) days after submission of plans for new construction, and additions, alterations, and modifications of existing structures, then all such plans shall be deemed to have been approved in the forms submitted. In the event the Architectural Committee shall disapprove any plans or requested variances, the member submitting said plans may appeal the denial at the next meeting of the Governing Board. Members, other than the said member submitting plans and/or variance requests, may also appeal review by the Governing Board using the same said procedure. If there is no regular Governing Board meeting within forty five (45) days of the appeal filing, then a special meeting of the Board shall be convened by the President of the Association within the said forty five-day period. An affirmative vote of a majority of the Governing Board shall be required to overturn or change the decision of the Architectural Committee.
- 5.7.1** Any member requesting appeal consideration of decisions made on his behalf by the Architectural Committee may be present to provide appropriate argument, along with a member representative from the Ombudsman Committee to ensure fair and just consideration when the Governing Board reviews the appeal.
- 5.8 Architectural Committee Liability** - The Architectural Committee shall not be liable for damages to any person or persons submitting construction plans for approval, or to any member or members within the Association who, as the result of any action, failure to act, approval, disapproval, or failure to approve or disapprove, may claim to have been damaged. Approval of plans submitted by a member shall in no way be construed as an independent review of the structural and mechanical adequacy of the construction and architectural soundness thereof. Any person acquiring membership in the Association or any person submitting plans to the Architectural Committee for approval; by doing so, shall be deemed to have agreed and covenanted that he/she or it will be subject to the actions of the Committee and will not bring legal action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.
- 5.9 Contractor Insurance** - The Architectural Committee Association and member shall permit only contractors and service providers with a State License, reasonable liability insurance, and Worker's Compensation Insurance to conduct work in any area of the Association, including registered lots, but not limited therein.
- 5.10 Written Record** - The Architectural Committee shall keep and safeguard a written record of all actions and of all applications for plan approval which are submitted to it under the provisions of these Covenants. Said records shall be maintained for a period of at least five (5) years after approval or disapproval. Said records shall be made available to any member, or agent representing them, upon reasonable justification in a written request.
- 5.11 Impact Fees** - Cabin construction beginning on or after December 31, 2006 shall incur a one-time impact fee in the amount of \$1,500.00, or such other fee amount that the Governing Board shall determine. This fee covers the direct impact on the Association property for costs relating to cabin construction and fire safety requirements (cistern). The Impact Fee is due and payable upon the building plan approval by the Architectural Committee.

## 6 ENGINEERING COMMITTEE

- 6.1 Committee Composition** - The Engineering Committee shall be composed of no more than four committee members: the Board member responsible for roads and water matters, who shall chair the committee and no more than three members selected by the Board member. The Governing Board must appoint members of the Committee. The Chairperson will serve for three years, the others as the Board finds necessary for the committee to function expeditiously and effectively. The Engineering Committee shall have the powers, duties and responsibilities set forth in the Covenants.
- 6.2 Committee Responsibilities** - The Engineering Committee shall have all responsibilities for maintaining roads within the Association area, in addition to the access road starting at Bench's Pond. These include, but are not restricted to dust control, culvert construction and maintenance, barrow-pit drainage, grading pothole repair and road resurfacing. In the event member properties install gate or chains at their entrance, the Engineering Committee shall have responsibility for access during emergencies such as fire, accidents etc., and for normal expected seasonal use.
- 6.3 Written Record** - The Engineering Committee shall maintain and safeguard a written record of all actions taken under the provisions of these Covenants. Said records shall be maintained for a period of at least five (5) years. Said records shall be made available to any member, or agent representing them, upon reasonable justification in a written request.

## 7. ENVIRONMENTAL COMMITTEE

- 7.1 Committee Composition** - The Environmental Committee shall be composed of no more than three committee members: the Board member responsible for environmental matters, who shall chair the committee and those members selected by the Board member. The Governing Board must approve members of the committee. The Chairperson will serve for three years, the others as the board finds necessary for the committee to function expeditiously and effectively. The Environmental Committee shall have the powers, duties and responsibilities set forth in these Covenants.
- 7.2 Committee Responsibilities** - The Environmental Committee shall be responsible for maintaining, including but not limited to, the natural beauty and wildlife indigenous to the area, protecting the members against the defined nuisances, securing natural spring and stream flow where they occur on the Association area, assisting in the control of overabundant beavers, maintaining reasonable cleanup of construction materials, encouraging structural maintenance by the members, ensuring uninterrupted sheep grazing as far as is reasonably possible, controlling the removal of trees that have died and those necessary for registered lot use, maintaining an organized parking system for boats and vehicles at the lake and policing and enforcing acceptable parking and storage of construction equipment. The Environmental Committee shall have the responsibilities for all water systems and water related issues of the Association.



- 7.3 Property Maintenance** - All registered lots and all improvements on said lots shall be kept arid maintained by the members in clean, safe and attractive condition, and in good repair. Without limiting the general application to the foregoing, the following shall apply.
- 7.3.1** Abandoned vehicles or equipment, tractors, or trucks other than pick-up trucks, shall not be permitted to remain on registered lots, except when used for the purpose of construction or excavation. Vehicles and horse trailers may however, be in areas designated by the Governing Board for the maintenance of horses. Vehicles, boats, or any other equipment shall not be constructed, reconstructed, or abandoned upon any property within the Association area.
- 7.3.2** Any unsightly structures, facilities, equipment, tools, boats, or vehicles deemed unsightly by the Environmental Committee shall be removed from the Association area, except when equipment and tools are in actual use for maintenance or repairs. Unused lumber, grass clippings, trees or shrub clippings, plant waste, bulk materials or scrap shall not be kept, stored, or allowed to otherwise accumulate on any registered lot or area within the Association, except in areas which are screened from view of other lots, common areas and roads. Refuse, garbage, and trash shall be placed in and kept at all times in an enclosed container.
- 7.3.4** A reasonable number of generally recognized house or yard pets and horses shall be allowed to be maintained on any registered lot, subject to the following provisions: dogs shall be under control at all times when they are not confined within a building, and horses must be kept in areas specified by the Governing Board for establishing stables and/or barns. Horses shall not be stabled on member lots overnight or for extended periods. Horse trailers must be parked away from Association lots in approved parking areas adjacent to the horse corrals.
- 7.3.5** The Environmental Committee shall have the responsibility for repairing or hiring a qualified contractor to maintain or service culinary water to all registered lots and common facilities. Such committee shall ensure a safe water supply by maintaining tests for contamination and silting, and by maintaining a clean source at the spring, and adequate storage. Compliance with the contract tendered and agreed upon by the Cottonwood Gooseberry Irrigation Company and the Association, and the laws of the State of Utah, shall be policed and enforced by the Environmental Committee. Under no circumstances will water be permitted to water lawns or any other natural or unnatural vegetation. Under no circumstance shall anyone, including a member or a member's representative, have the authority to cut into or shut off any main water lines bringing water into a property. Should construction raise the need for a water connection, repair of an existing water connection or any such other issue related to the water supply, said member shall contact a Board member for guidance and authorization to proceed with any act related to the water supply either on member's site or within Association property. A fine will be levied against said member in the event that this policy is not followed. Any leaks observed or water appearing on a road should be reported immediately to a Governing Board member.

- 7.4 Exclusions** - Ponds, fences of any kind, and walls (other than retaining walls referenced in Article 5.3) construction equipment not in use, and utility trailers cannot be erected, installed or stored on registered lots. Streams and springs cannot be altered, modified or diverted without first obtaining written approval from the Chairman of the Environmental Committee.
- 7.4.1** Posting of signs will not be allowed except for the purposes of: (1) providing an address for a registered lot and name of the member user, and (2) giving directions to guests and maintenance and construction personnel. Such signs must be removed within 72 hours. Commercial real estate signs are allowed (480 square inches or less) on Association property.
- 7.4.2** All activities, substances, noises and structures deemed to be a nuisance or dangerous to members and their guests by the Environmental Committee shall not be permitted except by appeal and approval of the Governing Board. These include, but are not limited to, discharging of firearms, setting off fireworks, fires not included in controlling fire pits or fire rings, fires left unattended, fires started when not permitted by the Forest Service or any other Federal or Utah State organization with proper authority, exhaust noises from motorized vehicles and non-construction generators exceeding Association permitted levels, outside lighting, violations of noise curfews after 11:00 p.m., and spot-lighting cabins after dark. Further, in concert with Utah Law, no discharge of any firearm is allowed within six hundred (600) feet of any structure (for this purpose, "structure" includes but is not limited to cabins, trailers, recreational vehicles, sheds, or garages).
- 7.4.3** Mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, earth and timber removal shall not be permitted on the Association area.
- 7.4.4** Lands within the Association shall be used exclusively for single-family residential living purposes, and no building shall be occupied or used for any commercial or business purpose, except that nothing in this paragraph shall be deemed to prevent the following: Any artist, artisan or craftsman from pursuing his/her artistic skills upon a registered lot site, providing such artist, artisan or craftsman also uses said lot for his/her own residential purpose, is self-employed, has no employees working on the site, does not create a nuisance, and does not advertise any product or work of art for sale upon said lot. Rentals of cabins, lots or other Association property, including the sharing of such property by way of any "time share concept" are not allowed.
- 7.5 Coordination** - The Environmental and Architectural Committees shall coordinate decisions that relate to approvals, grievances, nuisances and any other issues related to matters concerning construction compatibilities with the natural environments and the tranquility of members living in the same general area of the construction site.
- 7.6 Default Approval** - In the event the Environmental Committee fails to take any action within thirty (30) days after submission of request for environmental

modifications, then all such requests shall be deemed to have been approved. In the event the Environmental Committee shall disapprove any requested variances, the member submitting said plans may appeal the denial at the next meeting of the Governing Board. If there is no regular Governing Board meeting within forty five (45) days of the appeal filing, then a special meeting of the Board shall be convened by the Chairman of the Governing Board within the said forty-five--day period. An affirmative vote of a majority of the Governing Board shall be required to overturn or change the decision of the Environmental Committee.

**7.6.1** Any member requesting appeal consideration of decisions made on his behalf by the Environmental Committee may be present to provide appropriate argument, along with a member representative from the Ombudsman Committee to ensure fair and just consideration when the Governing Board reviews the appeal.

**7.7 Variance Approval** - In the event a member would like a variance from the articles included in these amended Protective Covenants, it may be done by following the procedures outlined in Section 5.6, except the request will be made to the Environmental Committee.

**7.8 Environmental Committee Liability** - The Environmental Committee shall not be liable for damages to any person or persons found in noncompliance with its decisions when such are in concordance with these Covenants, and who, as the result of any action, failure to act, approval, disapproval, or failure to approve or disapprove, may claim to have been damaged. Any person acquiring membership in the Association; by doing so, shall be deemed to have agreed and covenanted that he/she or it will be subject to the actions of the Environmental Committee and will not bring legal action or suit to recover damages against the Environmental Committee, its members as individuals, or its advisors, employees, or agents.

**7.9 Written Record** - The Environmental Committee shall keep and safeguard a written record of all actions, including water testing results, and of all applications for plan approval which are submitted to it under the provisions of these Covenants. Said records shall be maintained for a period of at least five (5) years after approval or disapproval. Said records shall be made available to any member, or agent representing them, upon reasonable justification in a written request.

## **8. FINANCIAL COMMITTEE**

**8.1 Committee Composition** - The Finance Committee is composed of three members: the Board member responsible for financial matters, who shall chair the committee, and two others selected by the Board member. Members of the committee will be approved by the Governing Board. The Chairperson shall serve for three years, while the others shall serve as the board finds it necessary for the committee to function expeditiously and effectively. The Finance Committee shall have the powers, duties and responsibilities set forth in these Covenants.

**8.2 Committee Responsibilities** - The Finance Committee shall be responsible for managing the financial investment affairs of the Association, including but not limited to, developing and implementing investment policies and strategy for Association's financial assets. The Finance Committee will present recommended strategies for the approval of the Governing Board and ensure that approved

investment policies and strategies are implemented. The Finance Committee shall monitor portfolio performance and adherence to the planned strategy and recommend modifications to portfolio strategy, as appropriate. The Finance Committee will work in conjunction with the Association's outside investment advisory firm(s) in meeting these responsibilities. The Finance Committee shall report to the Governing Board the financial performance, portfolio status, relative risk and adherence to investment policies on not less than a quarterly basis.

**8.3 Coordination** – The Finance Committee shall coordinate with the Secretary-Treasurer and the Governing Board in carrying out these responsibilities.

**8.4 Finance Committee Liability** – The Finance Committee shall not be liable to the Association or any person or persons as a result of performance or non-performance of the Association's portfolio investment policies and strategies that adhere to policies and strategies approved by the Governing Board.

## **9. OMBUDSMAN MEMBER REPRESENTATIVE**

**9.1 Member Representative Composition** - The Ombudsman Representative is composed of one (1) member selected by the Governing Board. There shall be no Governing Board member on this committee. The board is not privileged to approve or reject the member selected by the Association. The Ombudsman Representative shall have no powers. His or her duties are to ensure that member rights and wishes, specific or general, are adequately represented and considered during Governing Board decisions, and act as a membership liaison on the Financial Committee.

**9.2 Committee Function** - In the event that one or more members for Governing Board decisions file grievances and appeals formally, an ombudsman from the membership will review said grievance or appeal with the said members and prepare to assist him/her in arguing such before the board. If the case has little or no merit, an ombudsman may assist the member in alternative actions.

**9.3 Ombudsman Representative Liability** - The Ombudsman Representative shall not be liable for decisions of the Governing Board or any Association Member, as the result of any action, failure to act, approval, disapproval, or failure to approve or disapprove, any grievance or appeal. Any person acquiring membership in the Association and acquiring assistance from the Ombudsman Representative; by doing so, shall be deemed to have agreed and covenanted that he/she or it will be subject to the actions of the Ombudsman Representative and Governing Board, and will not bring legal action or suit to recover damages against the Ombudsman Representative, its members as individuals, or its advisors, or agents.

## **10. SAFETY COMMITTEE**

**10.1 Committee Composition** -The Safety Committee is composed of no more than four committee members: the Board member responsible for fire protection and member safety within the Association, who chairs the committee and those members selected by the Board member. The Governing Board must approve members of the committee. The Chairperson will serve for three years, and others as the Board finds necessary for the committee to function expeditiously and

effectively. The Safety Committee shall have the powers, duties and responsibilities set forth in these Covenants.

**10.2 Committee Responsibilities** - Responsibilities of the Safety Committee shall generally include (1) travel safety on all roads within the Association area, including but not limited to, placement of speed limit signage and member education of OHV rules, (2) cultural activities to enhance cabin and recreational vehicle safety in the case of fire, and (3) develop an evacuation plan in case of fire, including a secondary escape route from the Association area in case of fire.

**10.3 Road Safety** - All vehicles (see Definition above), including bicycles, motorcycles, scooters, OHV's, etc., are restricted to travel on designated roads. No off-road travel within the Association is allowed with the exception of snowmobiles and snow cats during the winter months. These vehicles are also restricted to Association common areas and must remain away from private property and structures. Members and visitors have a duty of respect and care toward the private property of other Members, regardless of the season. The speed limit for all motorized vehicles traveling on roads the Association has responsibility for maintaining is set at fifteen miles per hour (15 mph), unless otherwise posted. All types of vehicles are restricted from parking on the dam and on the boat ramp. No vehicles of any kind are allowed on the lake bed. All roads within the Association property are intended for safe travel access. Said roads may not be used for any type of sport or competitive activities, excessive joy riding or turning "Wheelies" with OHV's. Violations of the purpose for using said roads will result in incrementally increased fines with each violation reported.

**10.3.1** In the interest of safety for all road users, and because the said roads are not for private use of the members, the Association will specifically adopt the Utah State laws related to **vehicle driver's licenses**, including drivers of OHV's. Any person acquiring membership in the Association and using vehicles on the said roads or permitting guests and other family members to use them, by doing so, shall be deemed to have agreed and covenanted that he/she or it will be subject to the driver's license requirements of the State of Utah, and will not bring legal action or suit to recover damages resulting from accidents against the Safety Committee or the Governing Board, their members as individuals, or their advisors, or their agents. **Responsibility for fully informing guests of driving privileges and subsequent fines for violations lies entirely with the member hosting the guest. All fines will be levied against the host member.**

**10.3.2** In order to ensure better visibility on roads throughout the Association property, all OHVs are required to fly a safety flag. Underage OHV drivers, ages 8 to 15, are required to have participated and passed the OHV safety course enacted by the Utah State Parks Department and must possess an OHV education certificate while driving within Association property. A valid state-issued driver's license is required for all drivers 16 years and older. DOT approved helmets are required for all drivers and riders of OHVs under the age of 18, unless seat-belted in a side-by-side OHV.

**10.3.3** Any safety or other violations recorded against an Association member will subject the member to a warning and/or fines.

**10.4 Boating Safety and Water Rules-** All members will conform to State, County and Association rules. No motors of any kind are allowed on Fairview Lakes.

**10.5 Fire Protection Enhancement** - The Safety Committee shall develop a plan to encourage members with or without cabins to control undergrowth and lower branches of trees to assist the protection of all properties on the Association area. Such a plan will be included as an amendment to these Covenants. Any person acquiring membership in the Association, by doing so, shall be deemed to have agreed and covenanted that he/she or it will be subject to fines in the event that they fail to enhance the protection of their own registered lot, which in turn, helps to protect the lots of others. They further covenant not to bring legal action or suit to recover damages resulting from fires against the Safety Committee, their members as individuals, or their advisors, or their agents.

**10.5.1** The Safety Committee will provide information on appropriate fire safety enhancement information and help assess the needs for each registered lot upon request of the member. The Committee shall also coordinate the chipper use and schedule dates for chipping.

**10.6 Evacuation Plan** - The Safety Committee shall develop an evacuation plan in case of fire and distribute to all members. Any person acquiring membership in the Association, by doing so, shall be deemed to have agreed and covenanted that he/she will not bring legal action or suit to recover damages if their evacuation is not successfully made.

**10.6.1** The Safety Committee shall work to the successful negotiation for and construction of a secondary escape road to be built.

## **11. SECURITY COMMITTEE**

**11.1 Committee Composition** -The Security Committee is composed of no more than four committee members: the Board member responsible for security within the Association, who chairs the committee and those members selected by the Board member. The Governing Board must approve members of the committee. The Chairperson will serve for three years, and others as the Board finds necessary for the committee to function expeditiously and effectively. The Security Committee shall have the powers, duties and responsibilities set forth in these Covenants.

**11.2 Committee Responsibilities** - Responsibilities of the Security Committee shall generally include (1) maintenance of the powered gate, crash gate and any other gates installed by order of the Governing Board, (2) issuance of access key cards and PINs for new and existing members, (3) disabling PIN numbers and key cards, if necessary, as determined by the Governing Board, such as in cases of repeated violations and/or non-payment of annual assessments and general assessment, if any, (4) administration, maintenance and regular review of footage gained from the surveillance cameras placed near the entry to the Association property.

## 12. ENFORCEMENT

**12.1 Rules and Regulations** - Member or guests shall not violate the rules and regulations for the use of registered lots as adopted from time to time by the Association Membership or the Governing Board, and provided in these Covenants. Note: The protective covenants as set forth in this Declaration may be more stringent than regulations and/or covenants established pursuant to Utah State or even federal law. This discrepancy or difference is specifically by design. Association Rules and Covenants that are more strict than State or federal law are not preempted by such law.

**12.2 Enforcement and Remedies** - The obligations, provisions, covenants, restrictions and conditions contained in these Covenants or any supplemental or further amendments with respect to the Association or of registered lots or property created thereby, or with respect to any Association Member shall be enforceable by the Association by various actions at law, including but not limited to, a proceeding for a prohibitive or mandatory injunction. Such suit or action may be to obtain an Order for compliance or to recover damages or to recover any amount due or any unpaid fee or cost. If the court proceedings are instituted in connection with the right of enforcement and remedies provided in this Association, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

**12.2.1** If a complaint is filed with the Governing Board, and said Board sustains the complaint, the offending member shall be subject to a fine, or other sanctions. Such monies will be deposited in the General Funds of the Association. Failure to pay a fine, when levied, and after written notice, may result in further punitive action by the Board. Such additional action may include attachment of the debt to the Annual Membership Dues or the initiation of a civil lawsuit to collect the fine. In appropriate cases, unpaid annual dues may also result in the repossession of the Membership and Membership Certificate for any Member lot or lots.

**12.3 Limited Liability** - Neither the Association, the officers of the Association, the Architectural Committee, Engineering Committee, Environmental Committee, Finance Committee, Ombudsman Committee, Security Committee and the Safety Committee; or any member, agent or employee of any of the same shall be liable individually to any member for any action or for failure to act with respect to any matter if the action or failure to act was in good faith and without malice.

## 13. GENERAL PROVISIONS

**13.1 Duration of Declaration** - Any provision, covenant, condition or restriction contained in these Covenants or any Supplemental or further amendments which is subject to the common law rule, sometimes referred to as the rule against perpetuities, shall continue and remain in force and effect for the period of the Association land lease agreement with Cottonwood Gooseberry Irrigation Company,

**13.2 Amendment or Revocation** - At any time while any provision, covenant, condition or restriction contained in these Covenants or any Supplemental or further amendments is in effect, it may be amended or repealed by the recording of a

written instrument specifying that the amendment or the repeal has been approved and executed by a majority of the membership present at any regular or special meeting of the Association, duly noticed and called. Members shall receive a copy of all amendments proposed for action or an announcement of the provisions proposed for repeal, together with a notice of the date, time and place of the meeting at least fifteen (15) days prior to a meeting at which an amendment or repeal is to be acted upon.

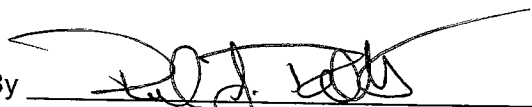
**13.3 Severability** - Invalidity or unenforceability of any provision, restriction, covenant or condition of these Covenants or any Supplemental or further amendments, in whole or in part, shall not affect the validity or enforceability of any provision, restriction, covenant or condition of this declaration.

**13.4 Captions** - The captions and headings on this instrument are for convenience only and shall not be considered in interpreting and provisions, restrictions, covenants or conditions contained in these Covenants.

**13.5 No Waiver** - Failure to enforce any provision, restriction, covenant or condition of these Covenants shall not operate as waiver if any such provision, restriction, covenant or condition of these Covenants or of any Supplemental or further amendments thereto. A failure to enforce any provisions, restrictions, covenants or conditions of these Covenants shall not be construed as an intent not to enforce.

**IN WITNESS WHEREOF**, we, being the Board of Directors of Fairview Lakes Association, Inc., have hereunto set our hands this 18<sup>th</sup> day of July, 2016.

**Fairview Lakes Association, Inc. (DECLARANT)**

By   
Paul J. Talbot, President

STATE OF UTAH                    )  
  )  
COUNTY OF UTAH                )        ss.

On this 18 day of July, 2016, personally appeared before me Paul Talbot (President of the Board of Fairview Lakes Association, Inc.), the signer(s) of the foregoing document, who duly acknowledged to me that he/they executed the same.

  
Notary Public

