

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
DRASEL CONDOMINIUM PROJECT
WEBER COUNTY, STATE OF UTAH**

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DRASEL CONDOMINIUM PROJECT**

THIS DECLARATION is made and executed this _____ day of June, 2017, by Drasel Investments, LLC (the “Declarant”).

RECITALS:

A. Declarant is the owner of the following described real property located in Weber County, State of Utah:

The legal description of the Project is attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter “the Property”).

B. The Declarant intends to develop a residential condominium project on the Property. Declarant will develop the project subject to a general plan of development and subject to certain protective covenants, conditions and restrictions all as set forth in this “Declaration” and which are deemed to be covenants running with the land.

C. Declarant desire to provide for the preservation of the values and amenities of the Property. To this end and for the benefit of the Property and the owners thereof, Declarant hereby subjects the property to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall be recorded in the official records of Weber County, State of Utah.

D. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from Assignment of Declarant’s rights under this Declaration.

E. The buildings to be included in this Condominium Project shall including buildings 1–6 as set forth on the Plat which are identified by Unit Nos. 300, 301, 302, 304, 305, and 306. In addition, there is a parking structure on the property which is part of the limited common area and which is depicted on the Plat. There is no building identified by Unit No. 303 in this project.

F. The limited common areas of the Condominium Project include the areas designated on the Plat as limited common area. The entirety of the Condominium Project and Plat is intended to be owned by one single owner. It is not intended that any single Unit may be owned separately from the remaining property in the project unless allowed in writing by Weber County.

G. This Declaration will take effect on the date recorded at the office of the Weber County Recorder’s Office (the “Effective Date”). The Declaration is binding upon the Property and,

with the exception of any applicable easement rights upon dedicated public roads or utility easements.

H. Declarant declares that the Property shall be held, sold, conveyed, encumbered, leased, used, occupied, and improved, subject to the easements, restrictions, covenants, conditions, and equitable servitudes contained herein, all of which are for the purpose of uniformly enhancing it and protecting the value, attractiveness and desirability of the Property.

ARTICLE I - DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms are defined as set forth herein. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

1.01 Association shall mean the Drasel Condominium Project Homeowners Association.

1.02 Act shall mean Utah Code Annotated section 57-8-1 et seq. as from time to time amended which is also known as the Condominium Ownership Act.

1.03 County shall mean Weber County, State of Utah, and its appropriate departments, officials, and boards.

1.04 Condominium Project shall mean the Drasel Condominium Project, and all common area, limited and general within the Condominium Project as shown on the Plat.

1.05 Declarant shall mean and refer to Drasel Investments, LLC, a Utah company having its principal place of business in Morgan, Utah.

1.06 Declaration shall mean this Declaration of covenants, conditions and restrictions, together with any subsequent amendments or additions. The Condominium Project Plat for Drasel Condominium Project, and the easements and other matters shown on the Plat, are also incorporated into this Declaration by reference.

1.07 Family have the same definition as set forth from time to time by Weber County Ordinances.

1.08 Improvement shall mean all structures and appurtenances of every type and kinds, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

1.09 Owner shall mean the person holding fee simple title, including the Declarant, and successors and assigns thereof, but shall exclude any person or entity holding title for purposes of securing performance of an obligation. If there are multiple persons comprising the Owner of the Project, their liability for performance of Owner obligations pursuant hereto shall be joint and several.

1.10 Person shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

1.11 Plat shall mean an official ownership plat of Drasel Condominium Project as approved by Weber County and recorded in the office of the Weber County Recorder as it may be amended from time to time.

1.12 Project shall mean the Drasel Condominium Project.

1.13 Tenant shall mean any person having a lease of no less than 30 days to occupy and use for residential purposes any of the Units in the Project.

1.14 Unit shall mean any numbered building shown on the official plat of the Drasel Condominium Project. A Unit is not a lot and shall not be sold or owned separately from the remaining property in the Project but may be leased as set forth herein.

ARTICLE II - RESTRICTIONS ON PROPERTY USE

The following restrictions on use apply to all Units within the Condominium Project:

2.01 Zoning Regulations. The lawfully enacted zoning regulations of Weber County and any building, fire, and health codes are in full force and effect in the Condominium Project as they may be from time to time hereafter amended, and no Unit may be occupied in a manner that is in violation of any statute, law, or ordinance.

2.02 No Business or Commercial Uses. This is a residential Condominium Project and all Units must be used exclusively for residential purposes. No business, profession or trade which disturbs or annoys any Tenant or Owner in their enjoyment of their Units shall be operated or maintained on any Unit or in any structure thereon except that a home occupation not requiring significant parking and consistent with Weber County ordinances is permitted.

2.03 No Drilling or Mining. The property within the Condominium Project shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity is allowed.

2.04 Restrictions on Signs. No signs whatsoever shall be erected or maintained upon any Unit except such signs as Declarant may erect or maintain on a Unit prior to sale and conveyance

and further except one for sale “or” “for rent” sign having a maximum face area of 15 square feet and referring only to the premises on which it is situated or such signs as may be required by legal proceedings.

2.05 Animals. No livestock of any kind, including but not limited to pigs, cows, goats, sheep, horses, etc. may be kept or maintained on any Unit. No dangerous or nuisance animals may be maintained or kept on any Unit. The area of any Unit occupied by a household animal shall be properly maintained so as not to create any noxious or offensive odors or conditions which is or may become a nuisance or may cause disturbance or annoyance to the other Owners in the Condominium Project. Household pets may be kept provided that they are not bred or maintained for any commercial purposes and are restricted to the Owner’s control. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activities shall not be permitted.

2.06 No Annoying Sounds. No exterior speakers, horns, whistles, bells, or other sound devices may be used or maintained on any Unit which create noise that might reasonably be expected to be unreasonably or annoying loud to adjoining Units. An exception to this restriction is provided for security devices used exclusively to protect the security of the Unit and structures thereon.

2.07 Good Condition. Each Unit and all improvements located thereon shall be maintained by the Tenant thereof in good condition and repair, and in such manner as not to create a fire hazard all at the Tenant’s expense. All walls and fences on common boundary lines or corners separating Units shall be maintained jointly in equal shares by the Tenants of the Units abutting such fence or a wall and each Tenant shall be responsible for painting the side of any party wall or fence facing his Unit. All fences constructed on Units shall be constructed of materials suitable for the purpose for which the fence is constructed and are subject to approval by the Owner. The Owner shall have the authority to create architectural standards for the construction of fences, including height limitations, setback requirements, and construction materials.

2.08 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Unit on which it is installed. This shall not apply to street lighting maintained by Weber County.

2.09 No Hazardous Activity. No activity may be conducted on any Unit that is, or would be considered by a reasonable person, to be unreasonably dangerous or hazardous. Any activity that would cause the cancellation of conventional homeowner’s insurance policy shall be considered unreasonably dangerous. This includes, without limitation, the storage of toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses.

2.10 No Alteration of Drainage. No Owner or Tenant shall alter the direction of natural drainage on his Unit, nor shall any Owner or Tenant permit accelerated storm runoff to leave his Unit without first using reasonable means to dissipate the flow of energy.

2.11 Restrictions on Antenna. No exterior antenna of any sort shall be installed or maintained on any Unit except of a height, size and type approved by the Owner. No activity shall be conducted within the property which interferes with television or radio reception of the other Tenants.

2.12 No Restriction of Leasing. Except as set forth herein, there shall be no restriction on leasing of the Units for any purpose by the Owner of the Property. The Owner is restricted from entering into leases for less than a thirty (30) day period of time. It is not intended that this Condominium Project be a leasehold condominium. Moreover, this Condominium Project shall not contain any timeshare units.

ARTICLE III - MAINTENANCE OBLIGATIONS

It is the obligation of each Owner (or Tenant as from time to time may be designated by lease agreement) to maintain his Unit at all times in order to preserve and enhance the enjoyment of the Condominium Project. In furtherance hereof the following are adopted:

3.01 Duty to Maintain. It is the obligation of the Tenant of each Unit to maintain his Unit and the improvements to the Unit in a good state of repair and in an attractive, safe and healthy condition.

3.02 Maintenance of Property. All Units and the improvements thereon shall be maintained in a clean, sanitary, attractive and marketable condition at all times by the Tenant. No Owner or Tenant shall permit his Unit thereon and any improvements thereon to fall into disrepair.

3.03 Repair Following Damage. In the event of damage or loss as a result of casualty to a Unit or Improvements, the Owner may reconstruct the same as they existed prior to the damage or loss without review by the Owner, provided however that alternations or deviations from the original approved plans will require review. No damaged structure will be permitted to remain on any Unit for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following in the occurrence of damage is deemed a nuisance which may be abated by the Owner.

3.04 Subsequent Alterations of Exterior Appearance. The Owner/Tenant shall maintain their Units in substantially the same condition and appearance. No subsequent exterior alterations, improvements or remodeling structural or in landscaping, paint, color or materials will be made without the advance consent of the Owner.

3.05 Unit #301. The Plat shows that Unit No. 301 encroaches slightly onto Ogden City-owned property. Said strip of property on the Plat is owned by Ogden City and is not a part of this Condominium Project. Ogden City is aware of the foregoing encroachment and has consented thereto with the restriction that no further use beyond the existing encroachment may be exercised

by any Owner or Tenant and with the understanding that in the event of a fire or other destruction of said unit, the encroachment must be vacated by the Owner.

ARTICLE IV – COMMON AREAS

4.01 Common Areas. The common areas of the Condominium Project shall include those areas designated on the Plat which is recorded contemporaneously herewith. Any owner and/or Tenant of any of the Units is entitled to access and use of the Common Area.

4.02 Registered Agent. The name and address of the person to receive service of process on behalf of the Condominium Project is M. Darin Hammond, 2225 Washington Blvd., Suite #200, Ogden, UT 84401.

4.03 Trustee. Pursuant to the Act, the qualified Trustee hereby appointed to execute all responsibilities of said statutory position is James Fawson whose address is P.O. Box 881, Morgan, UT 84050.

4.04 Power of Sale. The Declarant hereby conveys and warrants pursuant to Utah Code Annotated §§ 57-1-20 and 57-8-45 to James Fawson, with power of sale, the Property and all improvements thereon for the purpose of securing payment of assessment under the terms of the declaration.

4.05 Potential Future Modifications. The Condominium Project is an expandable Condominium Project subject to the approval of Weber County.

4.06 Limited Common Area. The limited common areas of the Condominium Project shall include the carport/parking structure which is designated on the plat as “existing carport”. The Tenants of the Units shall have rights to use the limited common area as set forth in their respective lease agreements.

ARTICLE V – PLAT REFERENCES

5.01 Ogden City Trail Easement. The Plat references the Ogden City Trail Easement which has been granted by the Owner to Ogden City for use as a pedestrian trail. The Project Owner has granted said Trail Easement to Ogden City in perpetuity subject to the conditions set forth herein. In the event that Ogden City fails to secure the rights from the immediately neighboring property to the east to connect the Trail Easement at the same or substantially similar location as identified on the Plat within seven years of the recording hereof, said Trail Easement automatically expires by the terms hereof and shall no longer be in force or effect.

5.02 Triangular Piece Identified on the Plat. The triangular piece identified on the Plat which encompasses a large portion of the carport is subject to potential rights of Ogden City. Ogden City has asserted a property interest in said triangular piece and has reserved its rights to continue to

assert that ownership. However, Ogden City has also agreed that to the extent the City obtains access to the neighboring property owner's property for connecting with the Trail Easement then Ogden City will forever relinquish such claim to the triangular piece and execute a quitclaim deed thereto in favor of the Declarant or its successors or assigns.

5.03 Twelve Foot Easement. Because of the encroachment by Unit No. 301 on the Ogden City property, a twelve foot easement has been identified on the Plat in favor of Ogden City to facilitate its underground waterline and any maintenance or repair thereof.

5.04 Ogden City Property. The Project is bifurcated by a section of property sixteen and a half feet in width owned by Ogden City in fee simple for use of its waterline underground. This property is specifically not considered part of the Project but is identified hereon for reference purposes only.

5.05 Septic Drain Field. A septic drain field exists on the Project for the benefit of all Units. This is part of the common area and is subject to further rights and responsibilities of Tenants as set forth in the respective lease agreement. Notwithstanding the foregoing, responsibility for functionality of the septic drain field lies with the Owner(s) of the Project.

ARTICLE VI - MEMBERSHIP

6.01 Member. Membership in the association shall at all times consist exclusively of the Members. Each Owner shall be a Member of the Association and such membership shall automatically terminate when the owner ceases to have a membership interest in the Property. Upon the transfer of ownership of the Property, the new Owner succeeding to such membership interest shall likewise succeed to such membership in the Association.

6.02 One Class of Membership. The Association shall have one class of voting membership. The Owner is entitled to one vote. Since an Owner may be more than one Person the Owners shall enter into a separate agreement for governing their relationship.

6.03 Non-Profit Corporation. The Association has been created to effectively enforce the governing documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owner of the Project and is established to perform functions and exercises rights and powers for the benefit of the Members and enforcement of the governing documents. Membership in the Association is deemed an appurtenance to ownership of the Project the Unit, and is transferrable only in conjunction with the transfer of the title to the Project.

6.04 Powers Granted. The Association shall have all powers granted to it by the governing documents and the Act to enforce these covenants and restrictions by actions in law or in equity brought in the name of the Association. The Association is also granted power to retain professional services needed for the enforcement of the governing documents and to incur expenses for that purpose.

6.05 Assessments. Assessments may be made to the Owner(s) to meet the anticipated and recurring costs and expenses of the Association. The Association has the power to levy assessments against as necessary to carry out its functions. Each Owner shall, by acquiring or in any way becoming vested with his/her interest in the Project, be deemed to covenant and agree to pay to the Association the assessments anticipated by these covenants, together with late payment fees, interests, and costs of collection including reasonable attorney's fees, if and when applicable. All such amounts shall be, constitute and remain a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid. The Association may levy special assessments for the purpose of deferring in whole or in part any expense or expenses not reasonable capable of being fully paid with the funds generated by annual assessments

6.06 Insurance. The Owner shall obtain fire and hazard insurance to insure the Project.

ARTICLE VII - GENERAL

7.01 Notices. Any notice required or permitted to be given to any Owner or Tenant under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner or Tenant, at the latest address for such person as reflected in the public property records at the time of delivery or mailing.

7.02 Amendment. This Declaration may be amended by the affirmative vote of a majority of the Owners. In addition, Declarant may at any time amend this Declaration so as to limit, diminish or eliminate all or any of the reserved rights or benefits of Declarant herein, provided that any such amendment shall be effective only after being filed of record in the office of the County Recorder of Weber County, Utah.

7.03 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

7.04 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision herein is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

7.05 Covenants to Run With Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and all inure to the benefit of Declarant, the Owners, and any Tenants all parties and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a residential Unit shall comply with, and all interests in all

residential Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a residential Unit the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

7.06 Duration. The covenants and restrictions of this Declaration shall remain in effect until the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of the President of the United States at the time this Declaration was recorded.

7.07 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

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

7.09 Mortgage Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or Deed of Trust lien on the Property that is made in good faith and for value.

7.10 Limited Liability. Neither the Declarant nor the Owner shall have personal liability to any Tenant for actions or inactions taken under these covenants provided that any such actions or inactions are the result of the good faith exercise of their judgment under these covenants.

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DATED this _____ day of June, 2017.

DRASEL INVESTMENTS, LLC

by:

James Fawson, Managing Member

VERIFICATION

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the _____ day of June, 2017, personally appeared before me James Fawson, who, being by me duly sworn, declared that he is the Managing Member of Drasel Investments, LLC, that he signed the foregoing Declaration, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2017.

NOTARY PUBLIC