

**CC&Rs Summary Sheet**  
**Village on the Heights Subdivision ("VOTH")**

The following is a summary of some key provisions of the CC&Rs for the above identified community; it is made available for easy reference; however this summary does not reflect all provisions of the CC&Rs, only selected, key items considered to be of primary interest to owners and would-be-owners. This summary does replace the actual recorded document, which shall prevail in all instances.

1. Community: Village on the Heights Subdivision, Santa Clara, Utah. Village on the Heights is a single family subdivision, with individually described lots, which are intended to be held in fee title ownership by individuals or entities for the building of a home thereon. All streets within Village on the Heights are public dedicated streets.
2. Declarant/Developer: The original declarant was KMD Holdings, LC; subsequent to the recording of the CC&Rs, KMD assigned declarant rights under the Declaration to Mountain West Development, LC ("MWD"). As of October 2009, MWD was the sole declarant. In November 2009, MWD, in order to facilitate the build-out of VOTH, assigned declarant rights to W & W Properties ("WWP"), the owner of the land intended for Phase 6 of VOTH. MWD and WWP, as declarants and owners of lots in VOTH, have contracted with Ence Bros. Construction, Inc., ("EBC", "Ence Homes," "Ence") for the exclusive purpose of marketing, selling, building and completing the VOTH subdivision.
3. Builder: The builder, since November 2009 is EBC, a licensed general contractor, a.k.a. Ence Homes is the exclusive builder and marketer of 80 specific lots in Phases 4,5, and 6, as made available to Ence, under contract from MWD and WWP.
4. During the development/build-out phase, certain provisions of the CC&Rs may not apply to the Declarant.
5. HOA: is Village on the Heights Homeowners Association, a Utah non-profit corporation; it is operating under an elected Board of Directors.
6. By-laws exist and provide direction for the operation of the Association operations. Notwithstanding, the CC&Rs may provide additional and clarifying language pertaining to the implementation and execution of the By-laws. Reference to both documents is essential for Board administration of the Association. The HOA is not managed by a management company; rather, the HOA is administered and overseen by the elected Board and the declarants.
7. Community Phases: Per the Santa Clara City Preliminary Plat for Village on the Heights, there are anticipated to be six phases; however, expansion provisions of the Declaration allows for more, if so elected by the Declarant(s).
8. Building Pads/Lots: are intended for fee title ownership, upon which an owner's home may be built, subject to the provisions of the CC&Rs. Building Pads/Lots may not be combined for the building of a single residence without written approval of the Association and subject to all necessary approvals from Santa Clara City; such combination may be denied by the Board.

Article I -- Definitions

Article IA – Description of Property

## Article II -- Property Rights

- 2.1 Owners Easement of Enjoyment: Refer to this Section for a lengthy listing of such "rights."
- 2.4 Limitation on Common Area Easement (as affecting use by Owners).
- 2.12 The Declarant reserves the right to ingress and egress and otherwise make use of Common Areas for so long as Declarant owns a lot.

## Article III – Village on the Heights Homeowners Association ("HOA")

- 3.2 The duties and powers of the HOA are as described in the Articles of Incorporation, the By Laws, and the Declaration, and Rules of the Board as may be resolved from time to time.
- 3.3 Every lot owner is a Member of the HOA, and said membership is appurtenant to an Owner's Lot.

## Article IV – Voting Rights

Class A -- Each lot owner is a member of the Association. Only one vote per lot is allowed, regardless how many individuals hold a portion of the fee title.

Class B – The Declarant has such membership, having 3 votes for each lot owned. Class B shall continue, at the election of the Declarant, until 80% of the lots have been conveyed to individual owners; such conveyance shall not include a conveyance to a successor or assignee of Declarant.

- 4.2 There is only one vote per Class A Lot Ownership, notwithstanding the number of 'owners' on the record of title.

An Amendment to the CC&Rs recorded 9-21-2007, among other changes, made it possible to combine "together" the Class A and Class B voting rights in arriving at the required 67% needed to amend, as opposed to treating each Class separately, as provided previous to the amendment.

Article V – Jurisdiction of Association: The HOA shall have jurisdiction and authority over the Properties and the Members to the full extent allowed by Law and as provided for in the governing documents of the Association.

## Article VI – Covenant for Assessments

- 6.1 Each Owner by virtue of accepting title to a Lot agrees to be bound by the annual/monthly assessment, and other permitted assessments, if any, as administered by the HOA.
- 6.3 Annual/monthly assessments shall be used exclusively to promote the common health, safety, benefit and welfare of the Owners and for the improvement and maintenance of the Common Area, including necessary reserve funds for future needs.  
The maximum annual assessment shall be \$1,140. This amount may be increased by the Board, if necessary.
- 6.4 Special Assessments may be assessed by the Board as provided in the Declaration.
- 6.5 All Lot Owners shall be assessed at a uniform rate.

- 6.10 The Board may cause to assessed: annual assessments, special assessments, corrective assessments, and additional assessments, as required from time to time.

#### Article VII – Nonpayment of Assessments Remedies

- 7.7 Future Lease Payments: If an Owner is renting/leasing home/lot to a renter, and the Owner fails to pay Assessments, the HOA may contact and direct the renter to pay said assessment directly to the HOA.

#### Article VIII – Architectural Control

Architectural Control consists of a committee (“ACC”) made up of 3 individual owners appointed by the Board. The ACC shall monitored, supervised, and governed by the Association. The ACC reviews and makes recommendations to the Board for its consideration. The Board has final say in matters pertaining to this Article. All modifications, changes, additions to the exterior of a home or to an owner’s lot, including landscaping, must be submitted and obtain approval of the Association in order to be allowed. This Article sets for the procedure for governing, reviewing and approving matters dealing with architectural matters.

- 8.11 The Declarant shall not be required to comply with the provisions of this Article in the initial construction of a home.

#### Article IX – Maintenance and Repair Obligations

An Owner is responsible for the upkeep, maintenance, repair, and replacement of structural elements of the home which is built on a Lot and shall not allow anything to occur that would cause said home to detract from the overall appearance, safety, and welfare of the Village on the Heights general community.

#### Article X – Use Restrictions

- 10.1 Single Family Residence: All lots shall be used for single family, detached homes, as determined by the Declarant and/or approved by the Association.
- 10.3 Building Type and Minimum Size Requirement: 1,200 s.f., as amended 4-22-09.
- 10.4 Exterior: Brick, stucco, stone or combination with at least 5% of the overall exterior wall space being dedicated to brick or stone.
- a. Color: earth tones
- 10.6 Material for Roof and Pitch: Minimum of 5/12 pitch; tile or composite concrete tiles.
- 10.10 Signs: (Page 26) One “For Sale” or “For Rent” sign, professionally created, not more than 2 square feet in size, is allowed.
- 10.10 Parking and Vehicular Restrictions: (Page 27; note, this is a numbering repeat error.)
- a. Parking: Every home shall have a minimum of a two-car garage, which must be kept by the Owner such that not less than one car may be parked inside said garage.
- b. No visible vehicle repair or restoration shall be permitted on the Property, except that repair or restoration shall be allowed in an Owner’s garage with the door closed.
- 10.11 Animals: Only two pets, i.e., dogs, cats, or other household pets, may be kept, but

- not for commercial purposes, breeding, care, etc.
- 10.12 Fences: All gates must receive ACC approval. No wood gates or fencing is allowed.
  - 10.13 Landscaping: Rear-yard landscaping must be completed within one year of occupancy.
  - 10.18 Outbuildings: A storage building to be used for yard maintenance equipment, tools, etc., must have ACC approval
  - 10.19 Storage: No storage of old cars or other items will be allowed outside of enclosed space.
  - 10.24 Exterior Apparatus: No awning, canopy, shutter, among others, shall be allowed to be affixed to the exterior of a home without written approval of the ACC.
  - 10.25 Exterior Television or Other Antennas: Shall comply with FCC Antenna and Dish Policy (Section 10.29).
  - 10.28 Exception for Declarant: Declarant may use any lot for any purpose in furthering the promotion and sale of lots in the Subdivision, notwithstanding provisions of Article X.
  - 10.28 FCC Antenna and Dish Policy: referred to in Section 10.25.

#### Article XI – Damage and Condensation

#### Article XII – Insurance

Homeowners are required to provide their own insurance coverage for fire and casualty.

The Association shall obtain and maintain such insurance coverage on all Common Areas and facilities, if any.

#### Article XIII – Mortgage Protection Clauses

#### Article XIV – General Provisions

- 14.6 Amendment: requires 67% approval of Owner/Members. An Amendment to the CC&Rs recorded 9-21-2007, made it possible to combine "together" the Class A and Class B voting rights in arriving at the required 67% needed to amend, as opposed to treating each Class separately, as provided previous to the amendment

#### Article XV – Annexable Territory (Land)

NOTE: THERE ARE MULTIPLE DOCUMENTS WHICH HAVE BEEN RECORDED BY THE DECLARANT SINCE THE RECORDATION OF THE PRIMARY DECLARATION ON JANUARY 28, 2005. IN SUMMARY, THEY ARE AS FOLLOWS:

1. Assignment of Declarant's Rights from KMD Holdings, LC, to Mountain West Development, LC. Recorded 2-2-05.
2. Supplement to Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Village on the Heights Phase 2 by KMD Holdings, LC. Recorded 3-31-05.
3. Assignment of Declarant's Rights from KMD Holdings, LC, to Mountain West

- Development, LC. Recorded 4-7-05.
4. Supplement to Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Village on the Heights Phase 3 by KMD Holdings, LC. Recorded 5-13-05.
  5. Assignment of Declarant's Rights from KMD Holdings, LC, to Mountain West Development, LC. Recorded 5-18-05.
  6. Supplement to Declaration of Covenants, Conditions, and Restrictions for Village on the Heights by Mountain West Development, LLC. Recorded 10-26-05. This amended portions of the CC&Rs dealing with Recreational Vehicles/Boats, Pools, and Use of Structures (dealing primarily with rental of homes).
  7. Supplement to Declaration of Covenants, Conditions, and Restrictions for Village on the Heights by Mountain West Development, LLC. Recorded 2-7-07. This amended portions of the document recorded 10-26-05 (#6 foregoing); specifically Item #2 and Item #3 thereof. In addition, three items are added to clarify phasing matters.
  8. Supplement to Declaration of Covenants, Conditions, and Restrictions for Village on the Heights by Mountain West Development, LLC. Recorded 9-21-07. This amended portions of the CC&Rs.
    - 1) Section 1.2 as to definition
    - 2) Section 1.10 as to definition
    - 3) Section 2.4(b) allowing the Board to establish "rules"
    - 4) Section 2.5 as to Parking Restrictions
    - 5) Section 6.7 as to Corrective Assessments by HOA
    - 6) Section 7.3 as to Lien and Collection of Assessments
    - 7) Section 7.6 as to Discontinuance of Common Utility Service and Suspension of Common Facility Use
    - 8) Section 8.9 as to Scope of Review by ACC
    - 9) Section 10.25 as to Exterior Television or Other Antennas
    - 10) Section 14.2 as to Additional Enforcement
    - 11) Section 14.6 as to Amendment procedure of the CC&Rs
    - 12) Section 14.11, specifically 14A.11 as to Agreement to Encourage Resolution of Construction Defect Disputes
    - 13) Section 14.11, specifically 14A.12 (a) through (d) as to Dispute Resolution Procedures
    - 14) Section 14.11, specifically 14A.13 as to Agreement to Initiation of Litigation by Association
    - 15) Section 14.11, specifically 14A.14 as to Easement to Inspect and Right to Correct
    - 16) Section 3 of the Supplemental Declaration recorded on 10-26-05 is clarified as to Structure Use
  9. Second Amendment to Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Village on the Heights by Mountain West Development, LLC. Recorded 4-22-09.

This document certifies that the this amendment is according to the 80% condition imposed by Section 14.6, as further amended 9-21-07 has been met.

This document amends portions of the CC&Rs.

- 1) Section 10.3 as to the Building Type and Minimum Size Requirement, changing the minimum from 1,500 sf to 1,200 sf.
- 2) Section 10.6 as to Materials for Roof and Pitch, allowing flat roofs (non-5/12 pitch) with ACC approval.
- 3) Section 3 of the Supplemental Declaration recorded on 10-26-05 is once again clarified as to Structure Use, reaffirming that only 20% of the total number of lots/homes in the Village on the Heights may or shall have non-owner occupied rental occupants (limiting the total rental possibilities to 34 homes).