

**WHEN RECORDED MAIL TO:**

Pepperwood Homeowners Association

Sandy, Utah 84092

Sidwell/Parcel ID No. \_\_\_\_\_

**CONSENT TO LIEN FOR CONSTRUCTION OR RENOVATION**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and pursuant to UCA §38-9-102(12)(c), \_\_\_\_\_, the Record Owner (“Owner”) of the real property located at \_\_\_\_\_, Sandy, Utah 84092, (“Property”) (and more particularly described in the attached Exhibit “A”, which is incorporated herein by reference), hereby grants a lien to, and authorizes the recordation of said lien by, the Board of Trustees of the PEPPERWOOD HOMEOWNERS ASSOCIATION (“HOA”), to secure compliance with the Covenants, Conditions and Restrictions (CC&Rs) of the HOA related to the Owner’s construction or renovation on the Property.

The parties acknowledge that this lien is not a plan fee or a construction lien, as defined by statute, but is a consensual lien for the purposes of securing:

- (1) compliance with the CC&Rs of the HOA and the requirements of the HOA’s Architectural Control Committee;
- (2) payment of any and all damages, assessments, or costs incurred by the HOA related to the construction or renovation of the Property; and,
- (3) the payment of all sums expended or incurred by the HOA in enforcing the CC&Rs of the HOA with regard to the construction or renovation of the Property.

It is Mutually Agreed that:

- (1) Upon completion of the construction or renovation of the Property in compliance with the CC&Rs and the requirements of the Architectural Control Committee, and approval by the HOA, this lien will be released.
- (2) The failure on the part of HOA to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by HOA of any default shall not constitute a waiver of any other or subsequent default.
- (3) The HOA has no duty to remove this lien on title until the Property is fully in compliance with the CC&Rs and the Owner has obtained approval from the HOA’s Architectural Control Committee or the HOA Board, as the circumstances dictate.

(4) Time is of the essence hereof. Upon notice from the HOA of default in compliance the approved plans and the CC&Rs by Owner during the building or renovating, all work must stop. No further work shall occur, and no sale of the Property will occur until the defaults are fully remedied and the Property is brought into compliance to the satisfaction of the HOA.

(5) In the event of such default, HOA may exercise its right to enforce the terms of the CC&Rs, and the HOA shall be entitled to recover in such proceeding all attorneys' fees, and such other costs and expenses incident thereto as shall be fixed by the court.

(6) This lien shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Owner(s), hereunder are joint and several.

(7) This lien shall be construed according to the laws of the State of Utah, and the agreed upon venue for any dispute is the Third District Court in Salt Lake City.

DATED as of the date first set forth above.

OWNER

OWNER

\_\_\_\_\_

\_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, says that he/she executed the above and foregoing instrument and that said instrument was signed by him/her.

\_\_\_\_\_  
Notary Public