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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

NORTHVALE SUBDIVISION

6292830

WHEREAS, the undersigned ("Declarant") is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as follows:

Northvale Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of said county,

which may hereinafter be referred to as the "Subdivision",

and, WHEREAS, Declarant desires to subject the above property to the provisions of this Declaration of Covenants, Conditions and Restrictions (the "Declaration") to create a residential community of single family housing; and,

WHEREAS, Declarant intends to sell lots and parcels within the Subdivision, pursuant to a general plan of improvement and subject to certain covenants, conditions, restrictions, stipulations, and agreements as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the property described above is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, leased, occupied, developed, resided upon, mortgaged, hypothecated, or otherwise encumbered, subject to the covenants, conditions, restrictions, stipulations, agreements, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby made subject hereto. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the real property subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof:

1. **MUTUAL AND RECIPROCAL BENEFITS:** All of said covenants, conditions, restrictions, stipulations, and agreements are made for the direct and mutual and reciprocal benefit of each and every lot and parcel in the Subdivision and are intended to create reciprocal rights and obligations between the respective owners of the above described lots and parcels and to create a privity of contract and estate between the grantees of said lots and parcels, their heirs, successors and assigns, and shall, as to the owners of each of said lots and parcels, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots and parcels in the Subdivision, and with regard to Sections 7.1., 7.2., and 7.3. (only), for the benefit of the owners of all single family building lots recorded as of the date of this declaration which share or partially share a common boundary with any lot or parcel in Northvale Subdivision ("Owners of Adjacent Lots"). Said Owners of Adjacent Lots are hereby designated as Beneficiaries of the provisions of said Sections 7.1., 7.2., and 7.3. (only) of this Declaration, and shall hereinafter be referred to as "Beneficiaries".

2. **PERSONS BOUND BY THIS DECLARATION:** All covenants, conditions, restrictions, stipulations, agreements and easements herein shall run with the land, and all owners, purchasers or occupants thereof shall, by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented to and agreed with the present and future owners of said land and with their respective successors and assigns to conform to and observe the following covenants, conditions, restrictions, and stipulations as to the use of the land and construction of residences and improvements thereon.

3. **DURATION:** All covenants, conditions, restrictions, stipulations, and agreements set forth in this declaration shall remain in effect for a period from the date hereof through

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December 31, 2025, at which time said covenants, conditions, restrictions, stipulations and agreements shall be automatically extended, without change, for successive periods of 10 years, unless, by an affirmative vote of one hundred percent (100%) of the then owners of Lots 1, 2, and 3 of Northvale Subdivision, it is agreed to release said covenants, conditions, restrictions, stipulations, and agreements in whole or in part and such agreement is evidenced by an appropriate written agreement specifying the covenants(s), condition(s), restriction(s), stipulation(s), or agreement(s) released, signed by said one hundred percent (100%) of the then owners of said Lots 1, 2, and 3, and filed with the Office of the County Recorder of Salt Lake County, Utah. Provided; however, that any such agreement releasing Section(s) 7.1., 7.2., and / or 7.3. of this Declaration shall also require the written consent of one hundred percent (100%) of the then Beneficiaries and the then owner of Lot B in Northvale Subdivision.

4. **AMENDMENT:** Prior to the conveyance of any of Lots 1, 2, or 3, Northvale Subdivision to another party, Declarant may amend this Declaration as it desires. After conveyance by Declarant of any one of said lots to another party, these covenants, conditions, restrictions, stipulations, and agreements may be changed, altered or amended by the affirmative vote of one hundred percent (100%) of the owners of Lots 1, 2, and 3, Northvale Subdivision. Any changes so approved shall be evidenced by the execution of an appropriate written agreement signed by one hundred percent (100%) of the individual legal owners of said Lots 1, 2, and 3, and filed for record in the Office of the County Recorder of Salt Lake County, Utah. Provided; however, that after conveyance by Declarant to another party of any one of said Lots 1, 2, or 3, any such amendment regarding Sections 7.1., 7.2., and/or 7.3. of this Declaration shall require the unanimous affirmative action of (a) all of the individual legal owners of all of the Lots and Parcels in Northvale Subdivision, (b) all Beneficiaries, and (c) the Declarant. Any such change shall be evidenced by the execution of an appropriate agreement in writing signed by one hundred percent (100%) of such legal owners and Beneficiaries and the Declarant and filed for record in the Office of the County Recorder of Salt Lake County, Utah.

5. **MANNER OF VOTING:** In voting, pursuant to the provisions of Sections 3 or 4 hereof, the owners of record of each of Lots 1, 2, and 3, Northvale Subdivision, Lot B, Northvale Subdivision, and each of the Beneficiaries, as applicable, shall be entitled to one vote for each lot and / or parcel owned, and each shall indicate his, her or its affirmative vote by signing the appropriate agreement as required by Section 3 or 4, as the case may be.

6. **ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE:**

6.1. **COMMITTEE; MEMBERS; QUORUM:** An architectural and Structural Control Committee (hereinafter "the Committee"), consisting of two (2) members is hereby created. The Declarant may fill vacancies in the Committee and remove members thereof at its pleasure. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected or remodeled on lots in the Subdivision, so that all structures shall conform to the restrictions contained herein and to the general development plans of the Declarant for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to waive any restrictions which are set forth in this Declaration except as herein specifically provided. Any authorization, approval or action taken by the Committee must be in writing signed by two (2) members of the Committee.

The initial members of the Committee shall be:

Wayne G. Petty
15 East First South, Suite 600
Salt Lake City, Utah 84111

Glen Saxton
987 East Capitol Boulevard
Salt Lake City, Utah 84103

6.2. **COMMITTEE APPROVAL REQUIRED:** No building or structure, including a fence or tennis court or swimming pool, or other facility, shall be erected, remodeled or placed on any lot or parcel without the written approval as to location, height, design, materials and harmony with existing structures first having been obtained from the Committee. No construction of any kind or nature on any of the lots or parcels shall be commenced until either sidewalk or curb grade has physically been established on site.

Lot and parcel owners may apply for conceptual approval of proposed improvements by submitting to the Committee a written request for such conceptual approval together with duplicate preliminary plans consisting of (a) a site plan including topographic information and a footprint of all proposed structures or improvements, including fences, walls, tennis courts, swimming pools, and garages and (b) elevation drawings of the front, rear, and all sides of the structure(s) (hereafter the "Preliminary Plans"). The Committee's approval or disapproval of the Preliminary Plans shall be conceptual only and shall be issued to the Owner/Applicant in writing, signed by the committee's members, within fifteen (15) days after the Committee's receipt of the Preliminary Plans and the written application for conceptual approval.

The Owner/Applicant shall request final approval of proposed improvements by submitting to the Committee, in duplicate, final "to-be-constructed" plans, (including the items contained in the Preliminary Plans, as modified, in final form), a landscaping plan, a description of materials and colors of materials to be used and/or samples, as the case may be, and any information required by Section 7. hereof (hereafter the "Final Plans"). The Committee shall not permit any oral modification of the Final Plans, and all Final Plans so submitted will be evaluated based solely on the submitted Final Plans. The Committee's approval or disapproval of the Final Plans shall be issued to the Owner/Applicant in writing, signed by the committee's members within fifteen (15) days after the Committee's receipt of the Final Plans and the written application for final approval.

6.3. **COMMITTEE DECISION; LIABILITY:** The Committee's approval or disapproval shall be in writing signed by its members. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the owner and/or the owner's designer, engineer, architect or builder. The Committee's review of plans shall in no way be concerned with the structural or mechanical integrity or ability of the building(s) or structure(s) or with the architectural or structural soundness thereof.

6.4. **ENFORCEMENT:** The lot and parcel owners hereby agree that the Committee, any member of the Committee, or any owner of a lot or parcel within the Subdivision, or any of the Beneficiaries (as to Sections 7.1., 7.2., or 7.3. only), may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or injunctive relief necessary to enforce the provisions of this Declaration, or to pursue any other available remedy.

7. **RESTRICTIONS ON USE; LOT AREA, SET BACKS, DWELLING SIZE, BUILDING HEIGHT, CONSTRUCTION, BUILDING MATERIALS, ARCHITECTURAL GUIDELINES, LANDSCAPING, ETC.:**

7.1. **LAND USE AND APPLICABILITY OF PROVISIONS OF THIS DECLARATION:**

The Subdivision includes three (3) classes of lots / parcels:

A. **Single Family Building Lots:** Lots 1, 2 and 3: On each of these 3 lots, only one single family dwelling and ancillary structures may be constructed and maintained.

B. Private Driveway Parcel: Private Driveway Parcel A: Private Driveway Parcel A is located between Lots 1 and 2, and shall attach to and be owned by the owner of Lot 3, for the purpose of providing access to Lot 3, and at the discretion of Declarant, to Lots 1 and 2. Private Driveway Parcel A may not be conveyed except with Lot 3. Private Driveway Parcel A shall serve as a storm drain easement and as a sanitary sewer line easement and culinary water line easement to provide storm drainage from, and sanitary sewer service and culinary water service to, Lot 3. Maintenance of Private Driveway Parcel A, the improvements therein and thereon, and the sewer and water lines located east of the Northvale Way cul-de-sac shall be the responsibility of the owner of Lot 3. No access to Lot 3 shall be permitted from North Bonneville Drive.

C. Alpha Lot: Lot B: In the event Lot B is acquired by the owner of Lot 25, Northeast Subdivision Plat H, it shall thereafter be considered as a part of said Lot 25 and may be improved as permitted for said Lot 25; provided, however that the provisions of this Declaration shall continue to apply to said Lot B. Thereafter any sale of said Lot 25 must include Lot B and any sale of Lot B must include said Lot 25. In the event Lot B is not so added to said Lot 25, the only improvements then permitted on Lot B shall be landscaping and fencing to prohibit access to lots 1 and 3 from North Bonneville Drive.

No lot or parcel in the Subdivision shall be used except as set forth herein.

7.2. ACCESS TO ADJACENT PROPERTY. Except as set forth on the recorded subdivision plat for Northvale Subdivision, no portion of the property or any lot or parcel thereof shall be used for access roads or ways to adjacent property.

7.3. LOT AREA; DIMENSIONS; SIZE; SHAPE: No change shall be made in the area, dimensions, size, or shape of any lot or parcel within the Subdivision without the written prior approval of the Committee. In any event, no dwelling shall be erected, placed, or permitted to remain, on any lot having a width of less than 120 feet at the minimum building set back line or an area of less than 1 acre (43,560 square feet). No lot or parcel shall be subdivided for the purpose of creating additional building sites.

7.4. SET BACKS: Any dwelling house or other structure constructed or situated on any of the Single Family Building Lots shall be in conformity with the minimum "set back" lines set forth in the recorded subdivision plat, or which may be fixed by the Declarant, its successors and assigns in contracts or deeds to Lots 1, 2, and 3. In any event, the point nearest to the street on the front of each dwelling house shall be located not less than twenty (20) feet from the front lot line. No dwelling house shall be located nearer than 20 feet to any interior side lot line. No dwelling house shall be located on any lot nearer than 40 feet to the rear lot line. Rear yard set backs on any lot containing an "Undevelopable Open Space Easement Area", as set forth on the subdivision plat (hereinafter referred to as the "Undevelopable Open Space Easement Area"), must further comply with all Salt Lake City setback requirements for such lots in this subdivision, as set forth on the subdivision plat. No dwelling structure shall be located closer than 10 feet, at the closest point, or closer than a minimum average of 20 feet, to any Undevelopable Open Space Easement Area.

Notwithstanding the foregoing provisions of this Section 7.4., placement and construction of any and all building(s), structures, fences, and other facilities on all lots shall be subject to the additional site specific requirements of Section 7.6. of this Declaration. The location, design, and construction of all dwellings and any detached garage or other accessory building(s) and structures, including fences, must be approved in writing by the Committee prior to the start of construction and must comply with all applicable Salt Lake City regulations, including all requirements of the F-1 Overlay Zone, in effect as of November 26, 1993.

For the purpose of this covenant regarding set back requirements, the Committee, in its discretion, may determine that eaves or steps and open porches without roofs are not part of a building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon another lot.

7.5. **BUILDING TYPE, SIZE:** No buildings shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling and accessory buildings, structures, and facilities approved prior to construction by the Committee. Each dwelling shall include a garage for not less than two (2) nor more than six (6) vehicles. Depending upon the design of the dwelling structure, the Committee may, if it deems such action advisable, approve parking inside the dwelling structure for more than six (6) vehicles. Every detached single family dwelling, exclusive of garages and open porches, erected on any lot shall have a minimum above grade finished living area, excluding garages, of 3,500 square feet for a single level residence or 4,000 square feet for a multi-level or two-story dwelling; provided, however, that a two-story dwelling shall have a minimum of 2,500 square feet on the first floor above grade.

7.6. **ADDITIONAL SITE SPECIFIC REQUIREMENTS:** Notwithstanding any other provisions of this declaration, each of lots 1, 2, and 3 shall also be subject to all of the provisions of this Section 7.6. In the event of any conflict between the provisions of this Section 7.6 and any other provision of this declaration, the provisions of this Section 7.6 shall prevail:

A. **Building Height.** The height of any building, structure, facility or appurtenance thereto (excluding chimneys and flagpoles), at any point within the building footprint (hereinafter the "Height"), shall not exceed twenty-eight (28) feet above the natural grade of the lot, when measured as follows: The Height shall not at any point within the footprint of the building, structure, facility or appurtenance thereto (hereinafter the "Building") penetrate the top of an imaginary three dimensional "Envelope" paralleling the existing surface of the footprint of the Building, at a height of twenty-eight (28) feet above such existing surface. In determining the existing surface of the footprint of the Building and the top of the Envelope, any limited topographical rise or depression within or along the border of the building footprint which does not (a) continue for a distance of fifteen (15) feet when measured horizontally, and (b) contain an area of two hundred fifty (250) square feet, shall be ignored, and shall be considered to be at the grade of the imaginary plane between the boundaries of such limited topographical rise or depression. Buildings may be designed to include foundation or roof steps or other design elements which result in the profile of the Building generally paralleling the existing surface of the Building footprint, when measured as described above. Foundation steps and roof steps may be located as may be needed to maintain the Height within the Envelope, and there shall be no requirement that either a step in the foundation or a step in the roof shall have a corresponding step in the other. No building shall appear, on any continuous exterior vertical plane of the building, to have stacked livable space on more than two floors.

Notwithstanding the foregoing, the Committee shall have power to further limit the height of Buildings upon any and all lots in order to achieve compatibility of proposed design and improvements with the natural grade, slope, and features of the lot.

B. **Grading, grade changes.** Subject to the provisions of, and except as provided in, Section 7.6.G. of this Declaration, the ground level of the lot established at the time of subdivision development shall not be raised or lowered more than six feet at any point outside of the building footprint without the prior written approval of the committee.

C. **Excavation, control of spoils.** Prior to excavation or any other earthwork, a temporary fence, a minimum of four feet high, shall be erected along the boundary of any Undevelopable Open Space Easement Area(s), as identified on the subdivision plat, which are located downhill from the anticipated excavation or earthwork. Any Undevelopable Open Space

Easement Area(s) located uphill from the anticipated excavation or earthwork shall be clearly delineated by either temporary fencing or flagging. Any flagging stakes used to delineate such uphill Undevelopable Open Space Easement Area(s) shall be a minimum of four feet above grade and no more than eight feet apart. All spoils, from all excavations, which are not immediately exported from the site, shall be stockpiled on the lot on which the excavation is located and outside of any Undevelopable Open Space Easement Area(s). No excavation, earthwork, or stockpiling of materials of any kind, shall be permitted in any Undevelopable Open Space Easement Area(s). Upon completion of the construction of the dwelling unit and related structures, all temporary fencing and staking shall be removed.

D. Exterior Building Colors. The color of all exterior walls and roofs of structures, retaining walls, and accessory structures (except satellite dishes) shall be limited to earthtone colors and hues so as to blend with the predominant colors of the foothills. Colors permitted include grays, browns, tans, subdued greens, and other earth tones/hues. Satellite dishes shall be black or other dark earthtone hues. White, bright, or off-white colors shall not be permitted as the predominant color of any building, but shall be limited to window casings, doors, eaves, facia and other trim areas.

E. Exterior Building Materials. The exterior building materials for all structures and retaining walls shall be brick, stone, wood, stucco or other material approved by the Committee, or a combination thereof. All construction shall be of new materials except for "used brick" or "used stone" specifically approved by the Committee.

F. Roof Materials. Roof materials for all structures shall be limited to tile, slate, fire retardant wood, architectural asphalt shingles, or other similar fire retardant materials approved by the Committee, in subdued tones, which may include brown, gray, black or other similar earthtone colors/hues, which shall be harmonious with the natural environment.

G. Reflection/exterior building glass. The reflection of sunlight from glass surfaces of buildings on a lot to areas beyond the lot boundary shall be limited to the degree reasonably possible without negatively interfering with the downhill views from the lot. Windows and other glass surfaces shall be limited to low reflective glass not exceeding an outdoor Light Reflective Value of 19%. Light Reflective Value is defined as the percent of light reflected from the glass surface. Other methods used to accomplish the objective of this section may include the use of overhangs or other window shading, structural elements, or landscaping.

H. Retaining Walls. All cuts and fills which would result in a slope exceeding 40% must be supported by engineered retaining walls, which may include rock walls. Retaining walls outside of the buildable area shall not exceed four (4) feet in exposed height at any point. Within the buildable area, retaining walls may be up to six (6) feet in exposed height, or more if approved by Salt Lake City and the Committee. In a terrace of retaining walls, each wall up to four (4) feet in exposed height must be separated from other retaining walls by a minimum of three (3) horizontal feet and any retaining wall over four (4) feet in exposed height must be separated from other retaining walls by a minimum of four (4) horizontal feet. Landscaping along the downhill side of all retaining walls, for the purpose of ultimately hiding the retaining wall from view from the downhill side, is required.

I. Fences: Installation of fencing shall be optional with the owner of each lot or parcel; however, all fences installed within the subdivision shall be in accordance with this Declaration. All fence materials and design, and placement of all fences, must be approved by the Committee prior to erection. No fence or wall shall be erected on or across any area where the natural grade exceeds forty percent (40%). The height of all fences shall be in conformity with Salt Lake City requirements. On Lot 3, lot perimeter fencing shall be permitted along the

Northerly, Easterly and a portion of the Southerly lot boundary-lines from point X (as shown on the recorded plat), along the lot perimeter, to point Y (as shown on the recorded plat), except that no fence shall be permitted in any area along such line where the natural slope exceeds forty percent (40%). Such perimeter fencing of Lot 3 shall be "Field Fencing" consisting of black steel "T" posts and not more than four (4) strands of non-barbed wire strung between such posts. Field Fencing may also be installed from point Y to point Z as shown on the recorded plat. No fencing may be installed along the Southerly line of Lot 3 between point Y (as shown on the recorded plat) and the Southwesterly point of said Lot 3. Where Lot 3 fronts on North Bonneville Drive, fencing consisting of open "see through" wrought iron, tubular steel, or other "see through" material approved in advance in writing by the Committee and painted or otherwise finished in flat, non-reflective, black may be installed. On Lots 1 and 2, fences along the side and rear lot boundary lines shall be constructed of either (A) Field Fencing, or (B) open "see through" wrought iron, tubular steel or other "see through" material approved in advance in writing by the Committee and painted or otherwise finished in flat, non-reflective, black. Fencing in the front yards of Lots 1 and 2 shall be constructed of open "see through" wrought iron, tubular steel or other "see through" material approved in advance in writing by the Committee and painted or otherwise finished in flat, non-reflective, black. Additional fencing consistent with the foregoing Field Fencing or open "see through" fencing design provisions may be installed at other locations within a building lot, with the requisite Committee approval. At the option of a Single Family Building Lot owner, privacy screening outside of, or within, the buildable areas within such lot may be provided by evergreen landscaping along either Field Fencing or open "see through" fences which have been installed in accordance with the provisions of this Section. Subject to specific approval of the Committee, privacy fencing located within the designated buildable area or within the side or rear yard setback areas of a building lot and within ninety (90) feet of the main dwelling structure, may be solid, so long as such fence is earth tone in color and is either (a) designed to blend into the natural surroundings, or (b) is hidden with landscaping / planting. The Committee may require screen planting along any fence as it deems advisable.

J. Exterior Lighting. Flood lighting of above grade structures, other than by motion activated security lighting, is prohibited. Generally, exterior lighting shall be architecturally integrated low intensity decorative lighting. All exterior lighting shall require approval of the Committee prior to installation. Any lighting of yard and play areas, including sport courts, tennis courts, or similar facilities, shall be directional in nature and shall not impact, by direct light beam, any property other than the lot on which such structure is located.

K. Mechanical Equipment, Transmitting and Receiving Equipment. Mechanical equipment, including, but not limited to, swamp coolers, air conditioning, heat pumps, vents, blowers, fans and electrical meters shall be mounted below the ridgeline of the roof and shall be screened from view or painted to match the structure color adjacent to the equipment. External radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment, including any television antenna or satellite dish receiver, may be constructed only within the rear yard of the lot, and shall be placed in such yard at a secluded location, at a height and in a manner specifically approved by the Committee in writing prior to erection. Any such television antenna or satellite dish shall not be readily visible from other lots in the subdivision, or from adjacent subdivisions, or from any area downhill from the lot upon which it is located, and shall be painted non-reflective black or other dark earth tone color. Notwithstanding the foregoing, and subject to the prior written approval of the Committee, roof mounted solar collection panels may be permitted subject to the limitation that any such solar collection panels must be mounted parallel to and flush with the roof slope and may not project above the ridge line of the roof segment upon which they are mounted. Solar collection panels must be earthtone in color, but need not be painted to match the structure color.

L. Utilities. To the maximum extent practical, all utilities and utility lines shall be placed within the road right-of-way and/or the front yard set back. All water, sewer, electrical, telephone, cable television and other utilities shall be placed underground, except that transformers, pedestals and other appurtenances which are normally located above ground in connection with the underground installation of such utility lines are permitted as necessary. All areas disturbed by the installation of utilities shall be re-vegetated consistent with the immediately adjacent property. Temporary or emergency utilities for the purpose of providing power during any construction or emergency period may be erected and maintained above ground for a period not to exceed twelve months if for the purpose of construction of a dwelling, or four months for any other purpose.

M. Samples. Prior to the start of construction of any building or structure, exterior building material and color samples must be provided to the Committee in order to determine if said materials and colors comply with the terms, spirit, and intent of this Declaration. No construction may commence until the Committee has issued its written approval of the proposed materials and colors.

7.7. LANDSCAPING; NATURAL VIEWS: Lots shall be landscaped and planted with trees, lawns, shrubs or other plantings which shall be properly nurtured and maintained or replaced at the property owner's expense. Front yards and side yards shall be completely landscaped (which landscaping may include walks, drives, patios, decks-at-grade, etc. as approved by the Committee). Parking strips between the City curb and sidewalk shall be landscaped with lawn and a permanent sprinkler system. Street trees, as specified by the Declarant and approved by the Salt Lake City Urban Forester, shall be placed and maintained within the parking strip around the Northvale Way Cul-de-sac at the expense of the abutting lot owner. All rear yard areas disturbed during construction shall be either landscaped or re-vegetated consistent with the immediately adjacent property.

Landscaping must be in accordance with the provisions of this Declaration and must be commenced within one month of the date the house is ready for occupancy (or by the succeeding April 30th if a house is ready for occupancy between October 15th and the following April 1st), and must be materially completed within nine months of the date the house is approved for occupancy. Gravel, cinder or other "no plant" areas shall not be permitted.

It is recognized by the Declarant that one of the important and valuable amenities attendant to each lot is the natural view from the lot afforded by the location and character of the individual lot. It is the intention of the Declarant that these natural views be maintained, and even enhanced, to the extent possible while allowing the orderly development of an attractive residential community including appropriate buildings, lawns, trees, shrubs and other landscaping. Therefore, except for one single family dwelling and permitted garages and accessory buildings, the suitability of which shall be determined by the Committee as herein provided, no buildings or plantings shall be permitted on any lot which shall inappropriately interfere with natural views from another lot in the development; provided, however, that all structures and landscaping approved by the Committee prior to installation shall be permitted, so long as such landscaping is not in conflict with the following two sentences. Trees on Lot B shall not exceed twenty (20) feet in height. Trees with an overall height of more than thirty (30) feet shall not be permitted to remain on Lots 1 or 2 without the written approval of the Committee and the owner of any other Single Family Building Lot in the development whose view may be negatively impacted by the existence of such tree(s). As to the foregoing restrictions on the height of trees, the Committee may, in its sole and exclusive judgment, determine if any tree(s) are in violation and may, in the event of a violation, request the owner of such tree(s), in writing, to remove or trim such tree(s), whereupon such owner shall do so within thirty (30) days. In the event such owner fails to comply with such written request, the Committee shall be empowered to enter upon such owner's property and trim such tree(s), recover payment from the owner for the costs incurred by such action, and record a lien against the owner's property to secure the repayment of all such costs. Declarant recognizes that, by its very

occurrence, development will diminish and interfere with the original natural views afforded by the location and character of the property; however, attractive well-planned landscaping and trees add to the overall attractiveness and to the value of a community and serve to mitigate the impacts of development. The intent of the restrictions contained in this paragraph is not to prohibit or unnecessarily limit attractive development and landscaping, but rather, to encourage development and landscaping which is in harmony with, or improves upon, the natural vista and enhances the natural appeal of the land.

7.8. **SOILS, GEOTECHNICAL REQUIREMENTS:** A soil and geotechnical report for the property has been issued by Agra Earth and Environmental, Inc. Said report has been filed with the Salt Lake City Planning Commission. All design and geotechnical requirements of Salt Lake City and all design and geotechnical requirements and recommendations of said soil and geotechnical report must be complied with in the construction of all buildings, structures and facilities on all lots. Prior to applying to Salt Lake City for a building permit, the lot owner must obtain from a qualified engineer registered with the State of Utah a certification that the building, and particularly the footings and foundations, has been designed in accordance with the recommendations of the soils and geotechnical report. Prior to proceeding with placement of any footings, the lot owner must obtain from a qualified soils engineer registered with the State of Utah a certification that the excavation and the site has been prepared in compliance with the recommendations of the soils and geotechnical report. Prior to proceeding with construction beyond the footing stage, the lot owner must obtain from a qualified soils engineer registered with the State of Utah a certification that the footings have actually been constructed in conformance with the recommendations of the soils and geotechnical report. The Declarant makes no warranties of any kind relative to soils or geotechnical matters.

7.9. **COMPLIANCE WITH APPLICABLE ZONING AND BUILDING ORDINANCES OF SALT LAKE CITY:** In accordance with the provisions of the approval of the Subdivision by Salt Lake City Corporation, development of the Subdivision and construction of the homes and related structures therein may be completed in accordance with the provisions of Salt Lake City Zoning and Building Ordinances, including the F-1 Overlay Zone and the Site Development Regulations, in effect in connection with the property described herein, as of November 28, 1993. As a minimum performance level, all excavation work, grading, foundations, construction, and building in said subdivision shall be done, performed, placed or constructed, as the case may be, in, on or upon said lots in accordance with said regulations. This provision shall not affect the applicability of the other provisions hereof; the most restrictive applicable requirement shall apply.

7.10. **MOVING OF STRUCTURES:** No structure of any kind shall be moved from any other place to the property, except for (a) new factory built or manufactured dwellings, or (b) unique accessory building(s), structure(s) or facilities with redeeming architectural or other merit, which in every case, shall be specifically approved by the Committee prior to placement on the lot. The decision of the Committee in such matters shall be final.

7.11. **TEMPORARY STRUCTURES:** No trailer, basement, tent, shack or other out-building shall be placed upon any lot or used at any time within said subdivision as a temporary or permanent residence. Subject to ordinances of Salt Lake City, a trailer or other temporary building may be placed upon a lot during construction solely for the purpose of facilitating construction management, but not as a residence or for overnight accommodation, and shall be removed from the lot immediately upon completion of construction of the dwelling on the lot.

7.12. **DILIGENCE IN BUILDING:** When the erection or remodeling of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within eighteen (18) months. No building shall remain incomplete or any remodeling unfinished for any reason for a period in excess of eighteen (18) months from the date physical construction commenced, unless such period is extended in writing by the Committee.

7.13. **EASEMENTS:** Easements and rights of way over portions of said real property have been dedicated as utility and drainage easements for the use of Salt Lake City and public or private utility companies or entities for drainage and for the erection, construction, maintenance and operation therein or thereon of drainage conduits or pipes and for pipes, conduits, poles, wires and other means of conveying to and from the lots in said tract and/or to and from other properties, gas, electricity, power, water, telephone and telegraph services, sewage and other services for convenience of the public and owners of lots in said tract, and for the flow of storm drainage, as are shown on the subdivision plat. No structural improvements other than walks, driveways or fences shall be placed in any such easements without the prior written approval of the Committee.

7.14. **UNDEVELOPABLE OPEN SPACE EASEMENT AREA(S):** The recorded subdivision plat includes areas identified as "Undevelopable Open Space Easement Area". Such areas have been dedicated to Salt Lake City as perpetual open space and vegetation preservation easement areas, and within these areas, no structure, or development of any kind, shall be placed or thereafter permitted to remain. In such areas, no activities shall be undertaken which shall impede the growth of the natural vegetation or interfere with the established slopes or the existing natural condition of the land, or damage or interfere with the established slope ratios, create erosion or sliding problems, or retard the flow of water through any drainage channels. All such areas shall be kept clean and clear of any trash or debris by the owner thereof. Formal lawn or garden planting shall be prohibited in such areas. Notwithstanding the foregoing, within such areas, existing vegetation may be enhanced by irrigation and supplemental planting of plants indigenous to the northern Utah area on a lot-by-lot basis approved in advance by Salt Lake City, and fencing shall be permitted as specifically provided in this Declaration.

7.15. **PROHIBITION AGAINST SOIL EROSION AND RUNOFF:** It shall be the responsibility of each lot owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff, both during and after the construction period. Construction and grading shall be conducted and completed in such a manner as to maintain all solid materials, including excavated and/or imported soils, on site and prevent the movement of earth materials or construction debris onto neighboring property, including public streets, or into the storm drainage system.

7.16. **STORM WATER:** Each lot owner shall discharge the storm water, to the extent possible, to the public street. Any storm water not discharged to the street shall be retained on the lot in storm water detention depressions created and maintained by the lot owner, and shall not be permitted to flow onto downhill properties, except that storm drainage from Lot 1, after being temporarily detained on Lot 1, may flow across the most southwesterly portion of Lot 3 to North Bonneville Boulevard.

7.17. **RIGHT TO CHANGE REQUIREMENTS:** The Committee may at its sole and exclusive discretion, at any time, for the purpose of protecting and/or preserving the character of the subdivision, change any of the above requirements to be more restrictive and/or impose additional requirements; provided, however, that any such change shall not affect any approval(s) previously granted by the Committee.

8. **CONCRETE MAINTENANCE:** Each lot owner shall at all times keep the curb and gutter and sidewalk in front of his, her, or its lot or lots in good condition, and shall repair or cause Salt Lake City to repair any cracks or breaks in such concrete within a reasonable time, not to exceed ninety (90) days, after receiving notification from the Committee to do so.

9. **NUISANCES:**

9.1. **NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried on upon any lot or within the Subdivision, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. The Committee shall have the authority to determine if an activity is noxious or offensive and constitutes an annoyance or nuisance to the neighborhood.

9.2. PETS: No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, rabbits, pigeons, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Subdivision, excepting only a reasonable number of common household pets. Pets shall at all times be under proper control and supervision of their owners.

9.3. STORAGE: No storage of any articles, materials, equipment or vehicles (recreational or otherwise, including but not limited to boats, campers and trailers) of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars and light pick-up trucks properly licensed and in running order may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages.

9.4. SIGNS: Except for signs displayed by the Declarant or by homebuilders during the sales and construction period of the development, no signs, other than name and / or address plates, shall be displayed to the public view on any lot except one sign not exceeding six (6) square feet advertising the availability for sale or lease of a lot and the improvements thereon.

9.5. DRILLING AND MINING: There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot or parcel within the Subdivision.

9.6. RUBBISH: No rubbish shall be stored or allowed to accumulate anywhere in the subdivision, except in sanitary containers appropriately shielded from public view.

9.7. CONSTRUCTION DEBRIS: All lot owners shall properly maintain their lots during the construction period so as to insure that no "spoils" or any other debris from construction shall be permitted to blow or otherwise be deposited upon any adjoining lot or upon any other private or public property or right of way. Lot owners shall take whatever action is necessary to prevent run-off onto, and resultant erosion of, adjoining private property. Lot owners agree that the Declarant or the Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property resulting from activities of a lot owner, his builder or any other person employed or otherwise directed or under the control of a lot owner, and record a lien against the lot owner's property to secure the repayment of all sums expended by the Committee or by the Declarant in cleaning up and removing said spoils and debris from adjoining public or private property if same is not voluntarily cleaned up and removed by the lot owner within 48 hours of written notice from the Declarant, another lot owner, or the Committee, identifying the required clean up and removal work.

10. RIGHT TO ABATE VIOLATIONS: Violation of any of the covenants, conditions, restrictions, stipulations, or agreements herein contained shall give the Committee, the Declarant and their successors and assigns, the right to enter upon the property on which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any structure, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any covenant, condition, restriction, stipulation, or agreement of this Declaration is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such condition. Such remedy shall be deemed cumulative and not exclusive.

11. GENERAL PROVISIONS:

11.1. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE: Each and all of the covenants, conditions, restrictions, stipulations, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, stipulations, or agreements, so far

as any future or other breach is concerned. It is understood and agreed by and between the parties hereto and all owners of property within the Subdivision that no waiver of a breach of any of the covenants, conditions, restrictions, stipulations, and agreements herein contained shall be construed to be waiver of any other breach of the same, or other covenants, conditions, restrictions, stipulations, and agreements contained herein, nor shall failure to enforce any one of such covenants, conditions, restrictions, stipulations, or agreements, either by forfeiture or otherwise, be construed as a waiver of any other covenant, condition, restriction, stipulation, or agreement contained in this Declaration.

11.2. SEVERABILITY: Invalidation of any one of or any portion of any one of these covenants, conditions, restrictions, stipulations, and agreements by judgment or court order shall in no wise affect any of the other provisions of this Declaration which shall remain in full force and effect.

11.3. PARAGRAPH CAPTIONS: The paragraph captions and phrases as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and are in no way intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

11.4. ATTORNEYS' FEES AND COSTS: In the event any claim, demand or lawsuit is made or instituted to enforce any of the provisions contained in this Declaration, by specific performance, or for injunctive relief, or for damages for the breach of any provision of this Declaration, the defaulting lot or parcel owner or purchaser agrees to pay all costs and expenses of the party enforcing the provisions of this Declaration, or collecting any penalties or damages, including the payment of reasonable attorneys' fees and all costs incurred, including costs of court.

11.5. RELATIONSHIP TO CITY, COUNTY AND STATE ORDINANCES: The provisions contained in this Declaration are in addition to the applicable laws and ordinances of Salt Lake City, Salt Lake County, and the State of Utah. In the event of any conflict between the provisions of this Declaration and the applicable laws and ordinances of Salt Lake City, Salt Lake County, and the State of Utah, the most restrictive provision shall apply.

IN WITNESS WHEREOF, the undersigned has executed this document this 21st day of January, 1998.

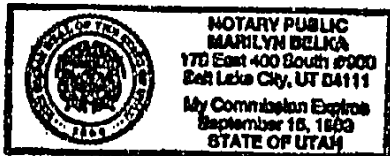
TERRACE HILLS ASSOCIATES, L.C.

By: Wayne G. Petty
Wayne G. Petty, Manager

By: Glen Saxton
Glen Saxton, Manager

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

On the 21st day of January, A.D. 1996, personally appeared before me Wayne G. Petty and Glen Saxton, who being by me duly sworn did say, each for himself, that they, the said Wayne G. Petty and Glen Saxton are the managers of Terrace Hills Associates, L.C. and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Operating Agreement.



Marilyn Belka
Notary Public
My residence is: *Salt Lake City, UT*

My commission expires 9/15/99

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03/01/96 12:04 PM 36-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
REC BY: R ZITO , DEPUTY - WI