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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

MILLER CROSSING SUBDIVISION

HERRIMAN, UTAH

(Dated Feb 15, 2016)

Tax ID No:
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MILLER CROSSING SUBDIVISION
HERRIMAN, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MILLER CROSSING SUBDIVISION is made this _____ day of _____ 2017, by MILLER CROSSING LLC, a Utah limited liability company ("MILLER CROSSING") referred to below as "Declarant."

RECITALS:

A. MILLER CROSSING is the owner of the following described real property (the "Property") located in Herriman, Utah, and known as Miller Crossing Subdivision:

See the Legal Description and, if applicable, Plat Map(s) attached as Exhibit A.

B. Declarant intends to develop a residential subdivision on the Property. Declarant will develop and convey all of the lots within the subdivision subject to the protective covenants, conditions and restrictions set forth in this Declaration, which covenants, conditions and restrictions shall be deemed to be covenants running with the land and mutually burdening and benefiting each of the Lots within the subdivision.

DECLARATION:

DECLARANT HEREBY DECLARES that all of the Lots within the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in this Declaration, all of which are created for the mutual benefit of the Owners. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, protecting the appearance and quality of the Improvements, and protecting Owners' ability to use and enjoy their Lots without unreasonable interference from or nuisances created by other Owners, all for the mutual protection and benefit of the Owners as a whole. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots located within the Property. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from exercising any of the rights that are reserved to the Declarant in Article V of this Declaration.

ARTICLE I

DEFINITIONS

1. 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:

"Additional Improvements" shall mean Improvements other than those constructed by Declarant on the Property.

"Architectural Requirements" shall have the meaning provided in the preamble of Article III of this Declaration.

"City" shall mean Herriman City, Utah, and its appropriate departments, officials, and boards.

"Committee" shall mean the architectural control committee created under Article of this Declaration.

"Declarant" shall mean and refer to MILLER CROSSING LLC and any successor owner of Lots where ownership is conveyed in connection with a written instrument assigning all or part of Declarant's rights and obligations under this Declaration to such successor owner. Any Owner who acquires a Lot without such additional written assignment of Declarant's rights shall not be deemed to be a "Declarant" or to have any Declarant rights.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

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

"Lot" shall mean any numbered building Lot shown on any official subdivision plat of all or a portion of the Property.

"Minimal Landscaping" shall mean the minimum amount of landscaping and related improvements required to be installed by Owners in accordance with the provisions of Section 2.27 below.

"Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any mortgagee or other person or entity holding title for purposes of securing performance of an obligation.

"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.

"Plat" shall mean an official subdivision plat as approved by the City and recorded against the Property in the office of the Salt Lake County Recorder, as it may be amended from time to time.

"Property" shall mean the Property against which this Declaration is recorded (including, without limitation, the land against which the Plat is recorded).

"Subdivision Improvements" shall mean all subdivision improvements to be installed outside of the boundaries of Lots, or within easements as identified on the Plats that are necessary to provide public road access and utility service to the Lots, and including other improvements or construction required to comply with any conditions of the City or other governmental agencies for the development or subdivision of the Property.

ARTICLE II

RESTRICTIONS ON ALL LOTS

2. The following restrictions apply to all Lots within the Property subject to the terms and exceptions found herein more specifically differentiating between Multi-Family and Single-Family Areas of the Community:

2.1 Zoning Regulations. The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Property, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

2.2 Multi-Family and Single-Family Pods: The following Pods found inside of Miller Crossing shall be governed by the Multi-Family restrictions: 2,7,8,9,10,12,13, and 14. The following Pods found inside of Miller Crossing shall be governed by the Single-Family restrictions: 1,4,5, and 6. Pod 3 is 55+ and has its own CCR's and is not a part of these.

2.3 No Mining Uses. The Lots shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time anywhere within the Property.

2.4 Business or Commercial Uses within Residential Zones. No portion of the Property may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of any Improvements, including the Subdivision Improvements, or (b) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, which is inconsistent with City ordinances, and said owner shall comply with all city and/or other municipal requirements.

2.5 Restrictions on Signs. No signs will be permitted on any Lot or within the Property, except for traffic control signs placed by the City or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed nine square feet in size (i.e., three feet by three feet). The Declarant may erect signs within the subdivision in accordance with City sign regulations during the marketing of the subdivision, announcing the availability of homes or lots and giving sales information, or for any other purpose deemed necessary or useful by Declarant.

2.6 Additional Improvements. No Additional Improvements shall be constructed on any Lot unless (i) written approval for such Additional Improvements has been obtained from the Committee, and (ii) such Additional Improvement conforms to all applicable building code requirements and other requirements of the City, including, without limitation, the requirement to obtain a proper permit prior to construction, demolition, or remodeling of the Additional Improvements.

2.7 Antennas. All antennas must be enclosed within the Dwelling. All satellite dishes must be located and screened to the extent possible and reasonable in a manner so that they are not directly visible from pedestrian and automobile traffic.

2.8 No Temporary Structures. No temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. Except for a sales trailer(s) during the construction phase as permitted by the Committee.

2.9 Number of Dwellings. Only one Dwelling may be constructed on any Single Family Lot. All Dwellings shall have an attached garage for at least two cars. No other outbuilding or habitable structure may be permitted on any Lot, unless specifically permitted herein.

2.10 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

2.11 Animals. No animals other than ordinary household pets may be kept on any Lot. Each Owner shall be responsible for preventing pets from entering the Lots of other Owners. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity, shall not be permitted.

2.12 Underground Utilities. All new gas, electrical, telephone, television, and any other new utility lines installed by the Declarant or its assigns in the Property shall be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except as necessary for temporary heat during construction.

2.13 Service Yards. There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner so that it is not visible from adjoining Lots.

2.14 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

2.15 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

2.16 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowner's insurance policy. This prohibition includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those which are reasonable and customary for ordinary household uses, the discharge of firearms or fireworks (except for fireworks that are permitted to be used under applicable State or City laws during the July 4 and July 24 holidays), and setting open fires (other than properly supervised and contained barbecues).

2.17 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; clothes lines or storage yards; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street. Recreational vehicles will be allowed if shielded from view from the street in front of the Lot.

2.18 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 Lot on which it is installed. This shall not apply to street lighting maintained by the City.

2.19 No Annoying Sounds. No speakers or other noise-making devices may be used or maintained on any Lot if they create noise that is unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.

2.20 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwellings must be connected to the sanitary sewer system.

2.21 No Fuel Storage. No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on any Lots or anywhere else in the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

2.22 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. This stipulation shall also prohibit any Owners from modifying the landscaping or grading of their Lot in such a way as to hinder any drainage swales that flow through or along the Lot. Subject to the foregoing provisions, Owners shall take reasonable measures to minimize surface water run-off within his own Lot boundaries.

2.23 Vehicles Restricted to Roadways. No motor vehicles of any kind shall be operated on any Lot or anywhere else within the Property except on improved roads and driveways.

2.24 Kennels. No kennel or dog run may be placed closer than 5 feet to any Dwelling other than the Dwelling of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Lots.

2.25 No Transient Lodging Uses. The Residential Lots shall be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

2.26 Limitations on Rentals: None of the residential lots and/or structures shall be sold or marketed as rental or temporary housing. Not more than 15% of any of the dwelling structures in any of the residential areas may be rented. Prior to any rental agreement being made the owner of record must apply for rental approval by the HOA and receive written approval from the HOA. The HOA reserves the right to withhold the approval of any rental agreement if, in its sole opinion, it feels that such a rental arrangement would be detrimental to the community.

2.27 Fences. All fencing shall be no more than 6 feet in height and constructed of white vinyl fencing material. No other type of fencing is allowed, unless the same is approved in advance, in writing, by the Committee. This provision prohibits, without limitation, chain link fencing.

2.28 Landscaping. In the Single -Family Pods A minimum of two 1" caliper trees and irrigation and grass must make up the largest portion of the front yard area. Rock, bark, or other non-growing materials are allowed as a substitute for grass or ground cover only in small area visible from the street or other Lots. The Multi-Family Pods shall not be required to comply with the single-family requirements however they must have A minimum of 1, 1" caliper tree per unit across the entire project and irrigation and grass must make up largest portion of the front yard landscape area. Deviations from this requirement may be approved on a case by case basis by the developer.

2.29 Landscaping Required. Landscape materials must be installed prior to occupancy. This shall apply to all new construction. If weather or other circumstances, based on the discretion of the city, does not permit for landscaping to be installed prior to occupancy, a cash bond will be posted in an amount determined by the city for landscape installation, along with a nonrefundable filing fee as provided in the current fee schedule. Landscaping shall then be installed within six (6) months or May 30, whichever comes first. An inspection shall be performed by the city building inspector to verify work complies with all city code and ordinance requirements before the bond is released. Prior to occupancy at least the minimum landscaping shall be installed, "Minimum Landscaping" shall include the complete installation of front yard landscaping, including grass from the front of the Dwelling to the street, underground automated sprinklers, and a minimum of two 1" caliper trees. On corner Lots, Minimum Landscaping shall also include the installation of grass and underground automated sprinklers in the area consisting of the side of the house adjacent to the street, from the front yard landscaping to the rear property boundary. Owners shall also comply with all City landscape requirements.

2.30 Street Tree Preservation. No street tree installed by Declarant shall be altered or removed, and Owners are required to maintain all street trees on their Lots in good condition and replace any dead or diseased trees installed by Declarant. All new plantings of any such tree shall be at least two-inch (1") caliper.

2.31 Prohibition on Subsidized Housing. The Declaration of Covenants, Conditions and Restrictions for each portion of the Project shall provide appropriate provisions to ensure that none of the Residential Units shall be constructed to as any form of "subsidized" housing and that all Residential Units are intended to be "market rate."

ARTICLE III

COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

3.1 Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall be appointed by the Declarant or its successor. All subsequent members of the Committee must be Owners, and shall be elected by a majority of the Owners who submit ballots to elect Committee members (the Owners of each Lot having one vote). Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

3.2 Approval by Committee Required. No Improvements of any kind, including without limitation the construction or installation of any Dwelling, garage, guest house, outbuilding, parking enclosure, driveway, tennis court, walkway, deck, gazebo, basketball court, any hard surfaced area in excess of 100 square feet, swimming pool, outdoor hot tub or spa, fence, wall, curb, trampoline, satellite dish or antenna, solar panel, or any other permanent or temporary

structure, may be constructed, erected, or installed in the Property or on or within any Lot without the prior written consent of the Committee. No excavation, grading, filling, draining, landscaping, shall be made without the advance written consent of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Dwelling or Additional Improvement must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of any and all Additional Improvements, detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and/or a sample, including color samples; and a landscaping plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing if it determines to be unnecessary for its review. Submission of plans may be made in two parts, that is, architectural plans without landscape plans and then a separate, second submission of the landscape plans. Each Owner shall submit a written cost estimate with the landscape plans. Notwithstanding any review and approval of plans by the Committee, each Owner shall be responsible for the design and placement of improvements on Lots to avoid damage from ground and drainage water, and neither the Committee nor the Developer shall have any responsibility or liability with respect thereto.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount reasonably necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. As of the date hereof, the amount of the fee is one hundred fifty dollars (\$150.00).

(c) Review. Within 20 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The committee will review preliminary plans, without fee, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction that is not in strict compliance with the approved plans will be permitted. If the Committee fails to take actions within 20 days from receipt of a complete submission, the non-action of the Committee shall be deemed a rejection of the plans or submission. Nevertheless, the Committee members shall make reasonable efforts to act in a timely manner and make decisions within said 20-day period.

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(d) Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

3.3 Variations. Variations to the design standards contained in this Declaration may be

granted in the sole discretion of the Committee, but only if strict application of the design standards would create an unreasonable hardship to the Owner of any Lot. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations.

3.4 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well-designed community.

3.5 Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

3.6 Limitations on Review. The Committee's review is limited to those matters described in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation.

ARTICLE IV

ARCHITECTURAL REQUIREMENTS

4. The following architectural requirements shall apply to all Dwellings constructed on the Property:

4.1 Dwelling Sizes for Single Family Homes. The following above-ground minimum finished square footages shall apply to all Dwellings constructed on the Lots however the requirements for multi-Family attached homes shall be approved directly by Herriman City and not governed by the requirements found herein:

- (a) One Story Dwellings. Single Family residential units shall have a minimum of 1,400 finished square feet above ground. Single story residential units shall also include a minimum two car garage size of 22' by 22' or an approximate approved equivalent.
- (b) Two Story Dwellings. Two story residential dwellings shall have a minimum of 1,800 finished square feet above ground with a minimum of 800 finished square feet on the main level. Single Family residential units shall also include a minimum two car garage size of 22' by 22' or an approximate approved equivalent.

4.2 Exterior Materials. No Dwelling shall be built with less than 100% of all the

faces of the structure being constructed of brick, stone, composite siding, or stucco. A minimum of thirty percent (30%) of the front elevation and any side or rear viewable from a street, must be brick, stone or a combination thereof. No vinylsiding on any exterior surface of the dwelling shall be used. The use of metal soffit or fascia sections is encouraged. Wainscot is acceptable. Wood exteriors are not permitted.

4.3 Roof Design. All roofs shall have a minimum pitch of 5:12. All roofing materials must be of architectural grade asphalt shingles (i.e., 25-year asphalt shingles) or better (i.e. shake, etc.). Mansard, fake mansard, A-frame, gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal, finished or painted with a color that is consistent with the exterior colors of the Dwelling.

4.4 Home Variation. To maintain an aesthetically pleasing neighborhood, no home with the same elevation and color shall be constructed nearer than 3 lots of the identical home on the same street or across the street. Home colors shall be earth and/or gray tones, harmonious design, with the general feel of the neighborhood and surrounding community and be consistent with the architectural design and theme of the home.

ARTICLE V

OWNERS' MAINTENANCE OBLIGATIONS

5. By acquiring a Lot, each Owner covenants and agrees to keep and maintain his Lot and the Dwelling thereon in good condition, in order to preserve and enhance the use and enjoyment of all Lots within the Property, as follows:

5.1 Duty to Maintain. The Owner of each Lot shall maintain his Lot and all Improvements on the Lot in a good condition, in a state of good repair, and an attractive, safe, clean, and healthy condition.

5.2 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance.

5.3 Damage to Other Owner's Improvements. If any Owner or the family members, guests, tenants, or invitees of any Owner (collectively, the "Offending Owner"), causes any damage to the Dwelling or Improvements on the Lot of any other Owner, the Offending Owner shall be fully responsible for all costs and expenses that are reasonably incurred to repair the damage. The Offending Owner shall also be responsible for reasonable attorney fees and costs incurred by the other Owner in any action to enforce this provision or otherwise collect payment or reimbursement of the costs of repair.

ARTICLE VI

RESERVED RIGHTS OF THE DECLARANT

6.1 Reservation of Rights. Notwithstanding any other provision to the contrary in this Declaration, nothing in this Declaration shall prohibit or prevent the Declarant or its assigns from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or in part to one or more persons intending to construct homes within the subdivision; (5) construction of any improvements, including homes, by Declarant as approved by the City; (6) access over any Lot for the installation of improvements or utilities; (7) erection of permanent or temporary signs for use during the selling and marketing of the project; or (8) removing any portion of the Property from the provisions of this Declaration in accordance with Section 6.2 below.

6.2 Removal of Property from Declaration. So long as Declarant owns any Lot or other portion of the Property, Declarant reserves the right, in its sole and absolute discretion, to remove such Lot or other portion of the Property owned by Declarant from the provisions of this Declaration by recording against such Lot or other portion of the Property an instrument reflecting Declarant's desire and intention to remove the same from the provisions of this Declaration (the "Removal Instrument"). Declarant may exercise this right unilaterally without approval from any Owners so long as the removal of said Property does not violate any ordinances or conditions of subdivision approval from the City. Upon the recordation of the Removal Instrument, the terms and provisions of this Declaration shall no longer have any application or effect to the property described in such Removal Instrument. In addition to any other reason for which Declarant may elect to exercise its rights to remove property from this Declaration, this provision shall allow Declarant to designate a site within the Property or on a Plat for construction of a church or other ecclesiastical facility.

ARTICLE VII

GENERAL PROVISIONS

7. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

7.1 Violation Deemed a Nuisance. Any violation of these Covenants which is not promptly remedied is deemed a nuisance, and is subject to abatement by any other Owner.

7.2 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot or any other portion of the Property) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney's fees and costs of court.

(b) Nothing in this Declaration shall be construed to limit the rights and remedies that exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants shall be construed to be in addition to any other remedies available at law or in equity.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) Any failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

7.3 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.

7.4 Limited Liability. Neither the Declarant nor any other Owner shall have personal liability to any other Owner 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 or authority under these covenants and without malice.

7.5 Amendment. At any time while this Declaration is in effect, the provisions of this Declaration may be amended upon approval of seventy-five percent (75%) of the Owners of the Lots and written approval of the Declarant (so long as Declarant remains an owner of any Lot). Any amendment must be in writing and must be filed of record in the County recorder's office of the County in which the Property is located in order to be effective. No such amendment will be binding upon the holder of any mortgage or trust deed holder unless such person joins in or consents to the amendment.

7.6 Constructive Notice. Following the recordation of this Declaration against the Property, every person who owns, occupies, or acquires any right, title or interest in any Lot in the Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

7.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

7.8 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform development within the Property and to enhance and protect property values and Owners' use and enjoyment of their Lots and Dwellings. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

“EXHIBIT A”

All of Lots 101 thru 142, Miller Crossing POD 4 Phase 1 Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder’s Office.

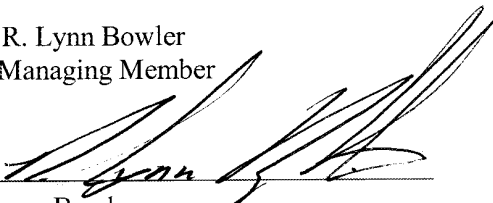
All of Lots 201 thru 231, Miller Crossing POD 4 Phase 2 Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder’s Office.

All of Lots 601 thru 617, Miller Crossing POD 6 Phase 1 Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder’s Office.

Executed on the date stated above.

MILLER CROSSING LLC, A UTAH LIMITED
LIABILITY COMPANY

By: R. Lynn Bowler
Its: Managing Member

By: 
R. Lynn Bowler

State of Utah)
 SS
County of Salt Lake)

On the 15 day of February, ~~2016~~ ^{2016th}, appeared before me, R. Lynn Bowler, who by me
duly sworn did say that he is a Managing Member of MILLER CROSSING LLC, a Utah limited
liability company.

SEAL:


Notary Public

