

DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS

OF

GT 113402

BENT PINE COVE

THIS DECLARATION made and executed this 21st day of December, 2011, by David L. Ellis (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the owner of certain real property located in Salt Lake County, State of Utah (the "Property") more particularly described in Article II of this Declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Road and Landscape Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Road and Landscape Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a nonprofit corporation, BENT PINE COVE SUBDIVISION HOMEOWNERS' ASSOCIATION.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the Covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

I. DEFINITIONS

1.1. Association shall mean and refer to BENT PINE COVE SUBDIVISION HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation, which may also do business as, and be known as, BENT PINE COVE HOMEOWNERS' ASSOCIATION.

1.2. Board shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.3. Building Pad shall consist of either (i) the area designated upon a Plat where a Living Unit or other building may be located, or (ii) if no such area is designated upon a Plat, the

area located within the Lot boundaries, reduced however, by all setbacks which are required by the terms of this Declaration or by appropriate governmental agencies.

1.4. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.5. Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.6. Environmental Law. The term "Environmental Laws" shall mean any federal, state, local or foreign statutes, codes, plans, regulations or common laws related to pollution or protection of the environment, including, without limitation, any common laws of nuisance or trespass and any laws or regulations relating to emissions, discharges, releases or threatened releases of Toxic Materials into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Toxic Materials. "Environmental Laws" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under those Environmental Laws.

1.7. Landscape Areas shall collectively herein mean and refer to that part of the Property which is described in the Easement and Maintenance Agreement as "Landscape Area North", "Landscape Area South", "Detention Area" and "Parcel A" and as legally described in Exhibit "B" hereto. The purpose and maintenance of the Landscape Areas are particularly described in the Easement and Maintenance Agreement.

1.8. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.9. Lot shall mean and refer to any one of the separately numbered and individually described Lots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by owners of different lots: and (b) which is intended to be used as the site of a single Living Unit. Reference to a "Landscape Area" or any part thereof shall not mean a Lot as described herein.

1.10. Member shall mean and refer to every person who holds a membership in the Association.

1.11. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.12. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.13. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.14. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Salt Lake County, Utah, is separately subjected to the terms of this declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of this Declaration constitutes the Parcel.

1.15. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah. Recorded concurrently with this Declaration is a Plat of Bent Pine Cove Subdivision, and executed and acknowledged by Declarant on November 29, 2011, as Entry No. 11287924, Book 2011P at Page 152, and creating separately numbered Lots. Said subdivision plat constitutes a Plat.

1.16. Property shall mean and refer to all of the real property which is covered by a Plat.

1.17. Roadway and Utility Easement shall mean that easement described in that certain Easement and Maintenance Agreement attached hereto and incorporated herein as Exhibit "C" and entered into by and between Declarant and all owners of the Property, the terms and conditions of which are incorporated herein by reference.

1.18. Road shall refer to that part of the Property which is described as the "Roadway Easement" in the Easement and Maintenance Agreement and as legally described in the Exhibit "B" hereto.

1.19. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

1.20. Toxic Materials. The term "Toxic Materials" shall mean any flammable explosives, asbestos, industrial substances, pollutants, contaminants, chemicals, wastes, discharges, emissions, radioactive materials and other hazardous substances, whether injurious by themselves or in combination with other materials, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances" described in the "Environmental Laws."

II. PROPERTY DESCRIPTION

2.1. Submission. The Property which is and shall, be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following described real property situated in Salt Lake County, State of Utah:

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above-described tract; provided, however; that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot, and (ii) to improve the Landscape Areas with such landscaping designed for the of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all Instruments of record which affect the above described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

III. MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Class B Membership ceases. Class A Members shall be entitled to one vote for each Lot in which th interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for Membership in the Association. The Class B Membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

- (a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member; or
- (b) The expiration of three (3) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

3.3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each owner shall file a copy of such conveyance document (or contract) with the secretary of the Association with a transfer fee of \$50.00, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.5.

IV. ROADWAY AND LANDSCAPE AREAS

4.1. Roadway and Landscape Areas. The purpose of the Roadway and Landscape Areas is specifically set forth in the Easement and Maintenance Agreement, which shall control the use thereof except as addressed and provided for in this Declaration.

4.2 Parcel A. Parcel A shall be owned by the Association and each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom.

4.3 Transfer of Title. Declarant agrees to convey to the Association title to Parcel A free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governments or quasi-governmental authorities), upon completion of the landscaping improvements thereon. In the event the Declarant fails to convey Parcel A by deed or other instrument, the filing of the Plat shall nevertheless be deemed a conveyance of Parcel A to the Association.

4.4. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained within the Bent Pine Cove Subdivision, as the same is identified in the Plat recorded in Book 2011P at Page 152 and in the "Declaration of Covenants, Conditions and Restrictions of the Bent Pine Cove" recorded in Book _____ at Page _____, of the official records of the Salt Lake County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Roadway and Parcel A described and provided for in said Declaration of Covenants, Conditions and Restrictions, Easement and Maintenance Agreement and in the Record of Survey Map in the official record of the Salt Lake County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4.5. Limitation on Roadway and Landscape Easement. A Member's right and easement of use and enjoyment concerning the Roadway shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Roadway;

(b) The right of the Board to approve and designate the point of access from a Lot to any street in accordance with the requirements of Article VIII;

(c) The right of Salt Lake County, Draper City, Water Pro, South Valley Sewer District, and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer all or any part of the

Common Areas and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by (i) all holders of first Mortgages secured by Lots and (ii) by two-thirds (2/3) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposes shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

V. ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in anyway becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Roadway and Landscape Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of any insurance on the Roadway and Landscape Areas; maintenance, repair and improvement of the Roadway and Landscape Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Roadway and Landscape Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The maintenance obligations for the Roadway and Utility Easement, as well as the assessments for such obligations, are described in detail in the Easement and Maintenance Agreement attached hereto as Exhibit "C." As provided in the Easement and Maintenance Agreement, the owner the Johnson Parcel, as the term is defined therein, shall pay to the association a monthly fee equal to the monthly fee assessed by the Association to each Lot Owner to the extent that such fee is established and assessed for the purpose of providing snow removal, cleaning, long term maintenance and repair to the Roadway Easement.

5.3. Special Assessments. From and after the date set under Section 5.7, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonable capable of being fully paid with funds generated by monthly

assessments: or (b) the cost of any construction, reconstruction or unexpectedly required repair, replacement in connection with the Roadway and Landscape Areas. Any such special assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.4. Reimbursement Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 5.3 and 5.4 above, the Board may levy at any time Special Assessments (a) on each Lot specifically benefitted by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Landscape Area made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or occupant of which shall cause any damage to the Roadway or Landscape Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4. Section 6.1(c), Section 6.2(a) or other provisions of this Declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted.

5.5. Uniform Rate of Assessment. Monthly and special assessments shall be fixed at a uniform rate for all Lots. Declarant shall be exempt from the payment of any assessments for any Lots he owns for a period of eighteen (18) months from the date of this Declaration, thereafter for each unsold Lot owned by him in the development, shall pay monthly assessments as herein provided for all Lot Owners provided that until such date as Declarant closes and conveys a Lot to an Owner (other than Declarant), the monthly assessment attributable to such Lot shall be one-fourth (1/4) the regular monthly assessment.

5.6. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on (i) the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto. (ii) the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, or (iii) if either of the foregoing has occurred as of the date of recording of this Declaration, the first day of the month following recording, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the thereof shall

be deemed late and subject to late fee of \$25.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

NOTWITHSTANDING THE FOREGOING, in the event that a majority of the Owners of Lot elect, the Association may provide for the payment of monthly assessments on a quarterly basis, provided such assessments are payable in advance.

5.7. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.8. Effect of Non-Payment: Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.9. Taxes on Roadway and Landscape Areas. It is recognized that under the Declaration that owner of the Lots on which any part of the Roadway or Landscape Areas are located shall be responsible for the payments of Property taxes to Salt Lake County.

VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration: the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

(a) The Association shall accept all Owners as members of the Association.

(b) The Association shall accept title to Parcel A conveyed to it by Declarant.

(c) The Association shall maintain, repair, and replace all landscaping and improvements in the Landscape Areas, including but not limited to the maintenance, replacement and improvement of the Detention Area, all exterior trees, shrubs, grass and other improvements. The Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit or any other landscaping installed by an Owner without the

Association's express agreement to maintain such landscaping.

As provided in Section 7.13, each Owner shall have the obligation to provide exterior maintenance of his Living Unit including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title. Such Owner shall paint, repair, and otherwise maintain the exterior and interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

In the event that the need for maintenance or repair of the Roadway or Landscape Areas as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject.

(d) The Association shall be responsible for payment of any real property taxes and assessments levied upon any portion of Parcel A. The Association shall have no responsibility to pay any real property taxes and assessments levied upon any other portion of the Roadway or Landscape Areas. The responsibility to pay real property taxes and assessments for any area of the Roadway or Landscape Area other than Parcel A shall be the Owner of the Lot in which the area is located.

(e) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

6.2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of

the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Roadway and Landscape Areas (and exterior repairs of Living Units to the extent necessitated by the failure of the Owners of such Lots) or in exercising any of its rights to construct, maintain and repair improvements or other work upon any part of the Roadway or Landscape Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter.

- (i) Construction, maintenance, repair and landscaping of the Roadway or Landscape Areas (and exterior repairs of Living Units upon Lots to the extent necessitated by the failure of Owners of such Lots) on such terms and conditions as the Board shall deem appropriate.
- (ii) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;
- (iii) Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;
- (iv) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
- (v) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and
- (vi) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

6.3. Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things: (a) the use of the Roadway; (b) the collection and disposal of refuse; (c) the types of animals permitted and the maintenance of permitted animals on the Property; (d) the use of Living Units for business or rental purposes; and (e) other matters concerning the use and environment of the Property and the conduct of residents.

6.4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, or the Board.

6.5. Insurance. The Association shall not be responsible for any insurance coverage for the Landscape Areas. The Association shall secure and at all times maintain the following insurance coverage:

(a) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Roadway. The name of the insured under each such policy shall be in form and substance similar to "Bent Pine Cove Homeowner's Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear".

(b) A policy or policies insuring the Owners, the Association, and its directors, offices, agents, and employees against any liability incident to the ownership, use or operation of the Roadway which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$500,000 for any one person injured; \$2,000,000 for all persons injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

- (1) In addition to the insurance described above, the Association shall secure and all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.
- (2) All policies shall be written by a company holding a rating of "AA" or better from Bests Insurance Reports.
- (3) The Association shall have the authority to adjust losses.
- (4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.
- (5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

6.6. Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follow: Att the first meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of

the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five days following the immediately preceding meeting.

VII. USE RESTRICTIONS

7.1. Use of Roadway and Parcel A. The Roadway and Parcel A shall be used only in a manner consistent with its community nature and with the use restrictions applicable to Lots and Living Units.

7.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit; provided, however nothing herein shall preclude the use of a home office. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Roadway.

7.3. Building Features and Materials. The location of all buildings, and each building's design features and materials, must be consistent and in accordance and compliance with applicable Draper City Code and Ordinances.

(a) Square Footage Requirements. No single level ranch or rambler style residence may be constructed in the Development with a main floor living area of less than 1,800 square feet and total living area of less than 2,500 square feet. No two-story residence may be constructed in the Development with less than 2,700 square feet above grade living area and a total square footage of less than 3,700 square feet.

(b) Garages. Garages must be fully enclosed and located within the Building Pad accommodate a minimum of two cars and be equipped with an automatic garage door opener. Carports are not permitted within the Subdivision.

(c) Accessory/Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be solely located within the Building Pad, shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the Living Unit.

(d) Mailboxes. The Association shall arrange for the installation and maintenance of a central, combined mailbox unit in a size, location and construction accepted and approved by the United States Postal Service. The owners of the Johnson Lot, as that term is defined by the Easement and Maintenance Agreement, may use a mailbox within the combined mailbox unit provided that she pays a prorated share of its installation and maintenance costs.

(e) Fences and Walls. Any fencing approved shall comply with all applicable building and safety codes. All fencing materials shall be made of vinyl materials and be similar in style to the fencing installed by Developer. All permitted fences on a Lot shall be maintained by Owners and the same shall not be permitted to go into disrepair.

(f) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

(g) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be colored to match adjacent roofing materials.

(h) Pools, Spas, Fountains, Gamecourts, Etc. No gamecourt shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Children's play sets shall not exceed ten (10) feet in height. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

(i) Sheet Metal, Flashing and Vents. All sheet metal, flashing vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(j) Mechanical Equipment. All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation.

(k) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

(l) Exterior Lighting. It is intended that the Property and Lots be lighted adequately for safety and security. It is also desirable that each Lot have landscape lighting that subtly highlights landscaping rather than buildings. Bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky is to be avoided, consistent with these objectives. Owners of a Lot shall not be permitted to utilize accent and spotlights on the Living Unit located upon such Lot as long as the same utilize the "dark sky" concept and are downward reflecting.

(m) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of a Lot.

(n) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

(o) Exterior Lighting. It is intended that the Property and Lots be lighted adequately for safety and security. It is also desirable that each Lot have landscape lighting that subtly highlights landscaping rather than buildings. Bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky is to be avoided, consistent with these objectives. Owners of a Lot shall not be permitted to utilize accent and spot lights on the Living Unit located upon such Lot as long as the same utilize the "dark sky" concept and are downward reflecting.

(p) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of a Lot.

(q) Site Grading and Drainage. Draper City and other applicable governmental agencies require that each Lot Owner retain on his own Lot water runoff in accordance with the approved grading and drainage plan submitted by the Declarant in connection with its application for subdivision approval. The grade of the Lot and any swells installed the Lots may not be changed. CAUTION: each Owner shall be solely responsible for any and all drainage requirements necessitated by construction of such Owner's Living Unit or any damage or loss occasioned by water runoff.

(r) Metal Awnings. Metal awnings, metal "lean-tos", or metal patio covers shall not be permitted on any Lot.

7.4. Landscaping and Landscape Area Improvements.

(a) Except for the construction of a Living Unit which is approved in accordance with the Procedures set forth in Article VIII, each Owner shall be restricted from removing or modifying trees (4 inches in caliper or larger) which are located upon and naturally grow upon such Owner's Lot, unless the same shall be dead or dying. This provision shall not apply to the trees growing on Lot 5 on the date of this Declaration. The Owner of Lot 5 is free to remove such trees as he deems appropriate. Each such Owner shall be responsible at his own cost and expense to maintain and water all such trees, including any which Declarant may have installed upon such Lot during development of the Subdivision or which are installed by Owner. The addition to, modification of, or removal of trees and other approved vegetation (including removal of the same because of death which is not thereafter replaced by substitute approved vegetation) without the prior approval of the Board shall be deemed a violation of the requirements of Owner to maintain the same and the Board shall have the right to require Owner to restore such area to its prior approved condition at the sole cost of Owner. In the event Owner fails to restore such area as required herein, the Association shall have the right to restore the same and the cost of such restoration together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in section 5.5) to which such costs, is subject. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the Property including the development of the Roadway and the installations of utilities serving the Subdivision.

7.5. Recreational Vehicles. No boats, trailers, snowmobiles, all terrain vehicles, wheeled or tracked vehicles, large trucks and commercial vehicles (herein collectively 'belonging to Owners or other residents of the Property shall be parked within the Development, except temporary parking not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot or the Roadway, except that these restrictions shall not apply to emergency repairs to vehicles. Any motor or recreational vehicle must be kept

in any enclosed garage.

7.6. Pets. No animals other than household pets (not exceeding two in number of dogs and/or cats) shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Roadway. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

7.7. Landscape Areas. The Landscape Areas of the Development shall be improved and used only for the following purposes:

- (a) Collection and storage of storm water;
- (b) Beautification of the Development; and
- (c) Flood control basin.

7.8. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be cancelled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better). An Owner may be required to obtain flood insurance as a condition to obtaining any financing covering any improvements on the land.

7.9. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

7.10. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair. Each such building structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

7.11. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units.

7.12. Right of Entry. During reasonable hours, any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with.

7.13. Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except:

- (a) Such signs as may be required by legal proceedings.
- (b) Construction identification signs, placed and maintained only during construction of a Living Unit, not exceeding four feet wide and four feet high, for each Living Unit.
- (c) A "For Sale" or "For Rent" sign, to the extent permitted by the Board.
- (d) Political Signs not exceeding 24 by 36 Inches in size, further provided that such signs may be displayed only for a period of 45 days before a primary or general election through a date one day after each such election, as applicable.

7.14. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by Draper City. Such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary, not to exceed more than 24 hours, to effect such collection.

7.15. Toxic Materials. No Owner shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from the Development or any portion thereof in violation of any Environmental Laws.

7.16. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Declarant, so long as it has any interest in any of the Property;
- (b) Any Owner; or
- (c) The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.17. Exception for Declarant. Notwithstanding the restrictions contained in this Article

VII, for the seven (7) years following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah. Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Roadway reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement and or sale of all Lots owned by the Declarant.

VIII.IMPROVEMENTS AND CONSTRUCTION

8.1 Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations shall be diligently prosecuted to completion:

(i) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction. (ii) All construction activities occurring on any day shall be limited to periods between 7:00 a.m. and sundown but not earlier than 7:00 p.m. (iii) The front, side and back yards of each Lot shall be landscaped within a period of six (6) months following completion or occupancy of the Living Unit: provided, however, that if completion of or occupancy of a Living Unit occurs during winter and such weather conditions preclude the installation of landscaping, such landscaping shall be completed not later than July 1 following such winter.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be placed in containers which shall in all instances be covered. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Light weight material packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere, on the Lot. During the construction period, each construction site shall be kept neat and shall be promptly removed from public or private roads, open spaces and driveways.

(c) Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Board.

Construction crews shall not park on, or otherwise use, other lots or any open space. All construction vehicles and machinery shall be parked only in areas designated by the Board.

8.2. Liability for Damages. The Board shall not be held liable for damages by reason of any act on, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.3. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

8.4. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Roadway and Landscape Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, there shall be substantially completed and usable, all approximately in the locations shown on the Plat.

IX. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

9.1. Notice of Default. In the event an Owner neglects for a period of thirty (30) days or more to cure any failure on his part to perform his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

9.2. Abandonment, Termination, Etc. Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:

(a) To abandon or terminate the project or to abandon or terminate the arrangement which was established by the Declarant and the Plat of the Project;

(b) To partition or subdivide any Lot;

(c) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the repair, replacement, or reconstruction of such improvements.

9.3. Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of mortgagees: In addition, the mortgagee clause shall provide that the insurance carrier shall notify each

mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.4. Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in Section 1. Article V shall be subordinate to the lien of any First Mortgage upon such Lot: and the holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure if such First Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgage Lot.

9.5. Mortgagees' Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association shall be accomplished or effective unless at least two-thirds (2/3) of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

9.6. Mortgagees' Rights to inspect Association Records. The holders of first Mortgages shall have the right upon reasonable notice and during business hours to inspect and copy at their own expense all books and financial records of the Association.

X. MISCELLANEOUS

10.1. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing.

10.2. Amendment. Subject to the provisions of Section 2 of Article VIII of this Declaration any amendment hereto shall require (I) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes, which Members present in person or represent by proxy are entitled to cast at a meeting duly called for such purpose; and so long as the Class B membership exists. (ii) the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the Class A Membership shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3). at which a quorum shall be one-half (½) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be

held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association, and by the Declarant if the Class B Membership then exists, and shall also be approved by the Salt Lake County Attorney. In such instrument the President or vice President of the Association shall certify that the vote required by this Section for amendment has occurred.

10.3. Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this Section 10.3:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 10.3 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

10.4. Lease Provision. Any Owner may lease his Lot and such buildings as are situated thereon, provided, however, that any lease agreement between a Lot owner and a Lessee must be in writing, and must provide, inter alia, that:

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and

(b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

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

10.6. Dissolution. Subject to the restrictions set forth in Article VIII of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in

writing of two-thirds (2/3) of the votes of each class membership. Upon dissolution of the Association all of its assets may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the By-laws, the articles of incorporation or this declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a non profit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Roadway and Landscape Areas, curbs, gutters and any sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of this Declaration.

10.7. Declarant's Covenant to Construct the Roadway and Landscape Areas. Declarant hereby covenants to construct and complete the Roadway and Landscape Area improvements and amenities, if any, indicated on the Plat within two (2) years of the filing of this Declaration in the office of the County Recorder of Salt Lake County, Utah.

10.8. Enforcement by City. If the Association fails to maintain the Roadway and Landscape Areas in good order and condition, the City of Draper shall have the right, but not the obligation, upon giving the association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.9. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.10. Property Part of Development. The Property shall comprise Bent Pine Cove Subdivision.

10.11. Covenants to Run With Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing; shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

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

10.13. Lenders' Agreement of Subordination. By its execution of this declaration, the undersigned lender, secured by one or more Lots located in the Project (hereinafter the "Lender"), and each of them agrees, covenants and declares that this Declaration shall be senior in priority to such lender's interest as lien holder, regardless of when Lender may have obtained a lien, mortgage, deed of trust, and/or security agreement, as such instrument is described below by such Lender's signature (herein collectively 'lien') and such lien shall be subordinate to and subject to this Declaration notwithstanding the fact that this Declaration is recorded later in time than the date such lender acquired a lien.


EXECUTED the day and year first above written.



DAVID ELLIS

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 11th day of December, 2011, personally appeared before me David Ellis, who being by me duly sworn did say that the within foregoing instrument was signed by him.



NOTARY PUBLIC



CONTINENTAL BANK, N.A./Lender:

By: Michael Fosmark
Its: President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 21st day of December, 2011, personally appeared before me Michael Fosmark who being by me duly sworn did say that he is the President of CONTINENTAL BANK, N.A., and that the within foregoing instrument was signed in behalf of said company by authority of a resolution of its members or in accordance with its operating agreement and the said Michael Fosmark duly acknowledged to me that said company executed the same.

Trevor S Rawlings
NOTARY PUBLIC



EXHIBIT "A"
(Legal Description of the Subdivision)

Beginning at a point on the East Right-of-Way Line of 1300 East Street, said point being South 00°01'38" West 818.80 feet along the Section Line and South 89°55'22" East 33.00 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Sale Lake Base and Meridian; and running

thence South 89°52'45" East 118.65 feet;
thence North 00°07'18" East 126.04 feet;
thence South 89°59'54" East 329.25 feet;
thence South 311.38 feet to a point on the West Line of the Union Pacific Railroad;
thence South 44°15'14" West 25.29 feet along the West Line of said Union Pacific Railroad;
thence South 44°10'36" West 99.09 feet along the West Line of Said Union Pacific Railroad;
thence South 45°16'17" West 110.24 feet along the West Line of said Union Pacific Railroad;
thence South 46°30'42" West 159.15 feet along the West Line of said Union Pacific Railroad;
thence North 00°07'18" east 336.34 feet;
thence North 89°52'45" West 168.45 feet to the East Right-of-Way Line of 1300 East Street;
thence North 00°01'38" East 125.20 feet along the East Right-of-Way Line of said 1300 East Street to the point of beginning.

Also known as Lots 1 through 6, inclusive of Bent Pine Cove Subdivision, and all common areas including within the Subdivision, as set forth in that certain plat recorded in the Salt Lake County Recorder's Office on November 29, 2011, Book 2011P, at Page 152, as Entry No. 11287924.

Contains 153,848 Square Feet or 3.532 Acres and 6 Lots

EXHIBIT "B"

(Legal Description of the Roadway Easement, the Utility
and Landscape Easement and Parcel "A")

A. ROADWAY EASEMENT:

Beginning at a point being South 00°01'38" West 819.74 feet along the Section Line and East 32.99 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Southeasterly 25.95 feet along the arc of a 24.50 foot radius curve to the left (center bears North 45°20'15" East and the chord bears South 68°00'31" East 24.76 feet with a central angle of 60°41'32");

thence Northeasterly 7.30 feet along the arc of a 157.50 foot radius curve to the left (center bears North 08°21'17" West and the chord bears North 80°19'01" East 7.30 feet with a central angle of 02°39'25");

thence Southeasterly 83.54 feet along the arc of a 213.00 foot radius curve to the right (center bears South 11°00'42" East and the chord bears South 89°46'32" East 83.01 feet with a central angle of 22°28'20");

thence Southeasterly 66.24 feet along the arc of a 187.00 foot radius curve to the left (center bears North 11°27'38" East and the chord bears South 88°41'14" East 65.89 feet with a central angle of 20°17'43");

thence Northeasterly 28.30 feet along the arc of a 163.00 foot radius curve to the right (center bears South 08°50'05" East and the chord bears North 86°08'23" East 28.27 feet with a central angle of 09°56'57");

thence Southeasterly 147.38 feet along the arc of a 95.00 foot radius curve to the right (center bears South 01°06'52" West and the chord bears South 44°26'34" East 133.04 feet with a central angle of 88°53'08");

thence South 8.64 feet;

thence Northwesterly 157.41 feet along the arc of a 40.00 foot radius curve to the right (center bears South 89°59'59" West and the chord bears North 67°15'47" West 73.78 feet with a central angle of 225°28'27");

thence Northwesterly 65.21 feet along the arc of a 28.50 foot radius curve to the left (center bears North 44°31'34" West and the chord bears North 20°04'21" West 51.89 feet with a central angle of 131°05'35");

thence Southwesterly 31.60 feet along the arc of a 137.00 foot radius curve to the left (center bears South 04°22'51" West and the chord bears South 87°46'23" West 31.53 feet with a central angle of 13°12'57");

thence Northwesterly 75.45 feet along the arc of a 213.00 foot radius curve to the right (center bears North 08°50'05" West and the chord bears North 88°41'14" West 75.06 feet with a central angle of 20°17'43");

thence Northwesterly 73.34 feet along the arc of a 187.00 foot radius curve to the left (center bears South 11°27'38" West and the chord bears North 89°46'32" West 72.87 feet with a central angle of 22°28'20");
thence Southwesterly 18.41 feet along the arc of a 183.50 foot radius curve to the right (center bears North 11°00'42" West and the chord bears South 81°51'47" West 18.41 feet with a central angle of 05°44'58");
thence Southwesterly 19.76 feet along the arc of a 24.50 foot radius curve to the left (center bears South 05°15'43" East and the chord bears South 61°37'55" West 19.23 feet with a central angle of 46°12'44");
thence North 00°01'38" East 45.30 feet to the point of beginning.

Contains 13,874 Square Feet or 0.319 Acres.

B. LANDSCAPE AND UTILITY EASEMENT:

I. Detention Area:

Beginning at a point being South 00°01'38" West 868.33 feet along the Section Line and East 43.99 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Northeasterly 7.35 feet along the arc of a 14.50 foot radius curve to the right (center bears South 34°17'16" East and the chord bears North 70°13'30" East 7.27 feet with a central angle of 29°01'33");
thence Northeasterly 19.42 feet along the arc of a 193.50 foot radius curve to the left (center bears North 05°15'43" West and the chord bears North 81°51'47" East 19.41 feet with a central angle of 05°44'58");
thence Northeasterly 8.07 feet along the arc of a 177.00 foot radius curve to the right (center bears South 11°00'42" East and the chord bears North 80°17'38" East 8.07 feet with a central angle of 02°36'40");
thence South 00°01'38" West 72.35 feet;
thence North 89°52'45" West 34.00 feet;
thence North 00°01'38" East 65.71 feet to the point of beginning.

Contains 2,364 Square Feet or 0.054 Acres.

II. Landscaped Area South

Beginning at a point being South 00°01'38" West 865.05 feet along the Section Line and East 32.99 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Northeasterly 19.76 feet along the arc of a 24.50 foot radius curve to the right (center bears South 51°28'27" East and the chord bears North 61°37'55" East 19.23 feet with a

central angle of 46°12'44");
thence Northeasterly 18.55 feet along the arc of a 183.50 foot radius curve to the left
(center bears North 05°15'43" West and the chord bears North 81°50'32" East 18.54 feet with a
central angle of 05°47'30");
thence South 10°14'18" East 10.00 feet;
thence Southwesterly 19.42 feet along the arc of a 193.50 foot radius curve to the right
(center bears North 11°00'41" West and the chord bears South 81°51'48" West 19.41 feet with a
central angle of 05°44'58");
thence Southwesterly 7.35 feet along the arc of a 14.50 foot radius curve to the left
(center bears South 05°15'43" East and the chord bears South 70°13'31" West 7.27 feet with a
central angle of 29°01'33");
thence South 00°01'38" West 75.71 feet;
thence North 89°52'45" West 11.00 feet;
thence North 00°01'38" East 78.97 feet to the point of beginning.

Contains 1,177 Square Feet or 0.027 Acres.

III. Landscaped Area North

Beginning at a point being South 00°01'38" West 818.80 feet along the Section Line and South
89°58'22" East 32.99 feet from the Northwest Corner of Section 4, Township 4 South, Range 1
East, Salt Lake Base and Meridian; and running

thence South 89°52'45" East 118.65 feet;
thence South 00°07'18" West 10.07 feet;
thence Northwesterly 5.56 feet along the arc of a 187.00 foot radius curve to the right
(center bears North 09°45'20" East and the chord bears North 79°23'31" West 5.56 feet with a
central angle of 01°42'18");
thence Northwesterly 83.54 feet along the arc of a 213.00 foot radius curve to the left
(center bears South 11°27'38" West and the chord bears North 89°46'32" West 83.01 feet with a
central angle of 22°28'20");
thence Southwesterly 7.30 feet along the arc of a 157.50 foot radius curve to the right
(center bears North 11°00'42" West and the chord bears South 80°19'01" West 7.30 feet with a
central angle of 02°39'25");
thence Northwesterly 25.95 feet along the arc of a 24.50 foot radius curve to the right
(center bears North 08°21'17" West and the chord bears North 68°00'31" West 24.76 feet with a
central angle of 60°41'32");
thence North 00°01'38" East 0.93 feet to the point of beginning.

Contains 824 Square Feet or 0.019 Acres.

IV. Parcel "A"

Beginning at a point being South 00°01'38" West 923.50 feet along the Section Line and East 285.72 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Northeasterly 15.75 feet along the arc of a 57.50 foot radius curve to the left center bears North 44°31'35" West and the chord bears North 37°37'38" East 15.70 feet with a central angle of 15°41'34");

thence Southeasterly 11.11 feet along the arc of a 4.50 foot radius curve to the right (center bears South 60°13'09" East and the chord bears South 79°30'22" East 8.49 feet with a central angle of 141°25'34");

thence Southeasterly 10.13 feet along the arc of a 66.00 foot radius curve to the right (center bears South 81°12'25" West and the chord bears South 04°23'48" East 10.12 feet with a central angle of 08°47'35");

thence South 8.64 feet;

thence Northwesterly 43.29 feet along the arc of a 11.00 foot radius curve to the right (center bears North 89°59'58" West and the chord bears North 67°15'46" West 20.29 feet with a central angle of 225°28'23");

to the point of beginning.

Contains 530 Square Feet or 0.012 Acres.

EXHIBIT "C"
(Easement and Maintenance Agreement)

See attached.

When Recorded Please Return To:

Matt C. Osborne
OSBORNE & BARNHILL, P.C.
11576 South State, #204
Draper, Utah 84020

GT 11-3402

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement"), dated as of the 21 day of December, 2011, is hereby executed by and between the owners of Lots 1 through 6, defined below (collectively the "owners of Lots" or "Lot Owners") and David L. Ellis ("Grantor"), and will be recorded by Grantor. The Grantor and Lot Owners may hereinafter be referred to collectively as the "Parties".

RECITALS

WHEREAS, the Lot Owners are the fee simple owners of Lots 1 through 6 (collectively "Lots", individually a "Lot") of Bent Pine Cove Subdivision (the "Subdivision"), which Subdivision description is contained in Exhibit "A," and is attached hereto and incorporated herein by this reference;

WHEREAS, Grantor has recorded a subdivision plat (the "Plat") for the Subdivision with the Salt Lake County Recorder's Office, and now the Parties desire to establish a certain easement and right-of-way (the "Roadway Easement") and a certain Utility and Landscape Easement (including the fencing) (the "Utility and Landscape Easement") on the Subdivision for the purpose of, among other things, ingress and egress to, from and within the Subdivision, for the drainage and containment of surface water from the Subdivision, and aesthetic value, which Roadway Easement and Utility and Landscape Easement and more particularly described in Exhibit "B," which are attached hereto and incorporated herein by this reference.

WHEREAS, on or about August 15, 2011, Grantor entered into an Easement Exchange Agreement with Colleen King Johnson ("Johnson"), among other parties, who owns the parcel of property described in Exhibit "C" ("Johnson Parcel"), and thereby granted to Johnson a non-exclusive easement of ingress and egress across the Subdivision which easement corresponds in part with the Roadway Easement and in part with a section defined in the Easement Exchange Agreement as the "Private Road Section," which provides ingress and egress from the terminus of the Roadway Easement to the Johnson Parcel. The Access Easement provided for in the Easement Exchange Agreement was recorded in the Salt Lake County Recorder's Office on December 13, 2011, in Book 9974, at Page 3508-3519, as Entry No. 11296663. A copy of the legal description for the Private Road Section is attached hereto as Exhibit "D."

WHEREAS, as part of the Easement Exchange Agreement with Johnson, Johnson relinquished any rights she had to an easement and right of way as owner of the Johnson Parcel,

which easement and right of way was established in that certain Warranty Deed recorded in the Salt Lake County Recorder's Office on September 17, 1986, in Book 5817, at Page 124, as Entry No. 4315526 ("1986 Easement"); and

WHEREAS, Grantor desires to grant in favor of Lot 5 an easement for additional ingress and egress to Lot 5 using the portion of 1986 Easement described in Exhibit "E" ("Lot 5 Easement").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Grantor hereby acts as follows:

1. Roadway Easement. The Parties establish and or recognize the Roadway Easement, and, in connection therewith, grant to all of the owners of Lots 1 through 6 of the Subdivision, for use by them and by each of their successors and assigns, and by each of their tenants, subtenants, invitees, licensees, agents and contractors to whom the grantee in question (or its successors or assigns) may choose to extend or delegate such use rights (hereinafter collectively referred to as "Permittees"), a permanent, non-exclusive easement to, from, upon, over and across the Roadway Easement for the purposes of both vehicular and pedestrian access, ingress, and egress. The Parties further recognize that Johnson, and her successors and assigns, also have an easement across the Roadway Easement for access, ingress and egress to the Private Roadway. No Party may use the Roadway Easement or any part of the Landscape and Utility Easement to ride, walk or transport equestrian animals. As the Johnson Parcel has equestrian rights, the Parties recognize and acknowledge that she, her successors and assigns have been given the right to transport equestrian animals over the Roadway Easement and Private Roadway in trailers or vehicles only, but they can not ride, walk or otherwise transport them anywhere in the Subdivision or Easements described herein.

The Parties further establish, recognize and or grant the use of area within the Roadway Easement and the Detention Area described in Exhibit "B" to plan, install, place, and construct utilities, and related facilities and all appurtenances thereto (including, but not limited to, culinary and secondary water, natural gas, electricity, storm water drainage, sanitary sewer, data and telecommunications) and associated facilities and improvements, and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same (the "Utility Easement"). The parties expressly agree that the area described as the Detention Area in Exhibit "A" shall be for the purpose of collecting and disposing of storm water.

The Parties also establish, recognize and or grant the use of the area described as the Landscape Area North, Landscape Area South, and Parcel "A" and Detention Area also described in Exhibit "B" to plan, install, place and construction certain landscape related improvements, including without limitation fencing, grass, plants, flowers, trees, columns or

entry pillars, and signs, and thereafter maintain, alter, remove, replace and protect the same (the "Landscape Easement").

Although the owners of the Lots on which any part of the Utility and Landscape Easement is located shall pay any and all property taxes associated therewith, the Association shall pay for the maintenance, alteration, removal, replacement and protection of these areas pursuant to the terms of this Agreement and the Subdivision's CC&R's.

2. Maintenance Obligations. The fee simple owners of Lots 1 through 6 shall be jointly, severally and equally responsible, at all times, to maintain the Roadway Easement (including snow removal) and keep the Roadway Easement in good condition and repair as a roadway and passageway for vehicular and pedestrian traffic, including, without limitation, such paving with concrete or asphalt, as are necessary and consistent with applicable Draper City and Salt Lake County regulations and local standards the maintenance for a residential road. Grantor anticipates that the Roadway Easement will require a slurry seal coat approximately every five (5) years. The fee simple owners of Lots 1 through 6 shall also be jointly, severally and equally responsible and shall have the access rights necessary to, at all times, maintain in good condition and repair the Utility and Landscape Easement (including all fencing) that surrounds the Roadway Easement. The landscaping provided by Grantor shall be maintained in substantially the same condition by the fee simple owners of Lots 1 through 6. Such maintenance, repair and replacement obligations shall include the maintenance, repair and replacement of all fencing around the exterior of the Subdivision. The Parties recognize that pursuant to the terms of the Easement Exchange Agreement, Johnson, her successors and assigns shall pay to the Association a monthly fee equal to the monthly fee assessed by the Association to each of the Lot Owners, to the extent that such fee is established and assessed for the purpose of providing snow removal, cleaning, long term maintenance and repair to the Roadway Easement, while Johnson, her successors and assigns alone shall be responsible for all costs of maintenance, repair, cleaning and snow removal for the Private Road Section.

Grantor has also entered into a Declaration of Covenants, Conditions and Restrictions for the Subdivisions ("CC&R's), wherein he and the Lot Owners agree to establish a homeowner's association to be named Bent Pint Code Subdivision Homeowners' Association ("Association") to, among other things, effectuate the construction, maintenance, repair and landscaping of certain areas within the Subdivision and to make assessments related thereto. Pursuant to the CC&R's, the Association will have the actual responsibility to coordinate such maintenance, repair and replacement of the Roadway Easement and the Utility and Landscape Easement (including the fencing). The fees required to coordinate such maintenance, repair and replacement may be part of, or separate from, the ordinary assessment anticipated in the CC&R's. Pursuant to the provisions of the CC&R's, in the event any owner who fails to pay any amount due for the maintenance, repair and replacement of the Roadway Easement and the Utility and Landscape Easement (including fencing), the Association shall be entitled to record a Notice of Lien against the delinquent fee simple owner's property in the amounts then due and owing.

Grantor shall have no obligation to pay any maintenance fees for the maintenance, repair and replacement of the Roadway Easement and the Utility and Landscape Easement (including fencing). The fee simple owners of Lots 1 through 6 shall have no right to assert any claim against Grantor relating to the Roadway Easement, the Utility and Landscape Easement, the maintenance fees associated therewith or any other provision in this Agreement.

3. Indemnification. Each fee simple owner shall indemnify and hold the other fee simple owners from and against all claims, demands, liabilities, losses, costs, damages, penalties and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of or resulting from the use by such fee simple owner or its permittees of the Roadway Easement and the Utility and Landscape Easement.

4. Amendment or Modification. This Agreement may be amended or modified from time to time only by a recorded document executed by all of the fee simple owners, lessees, and holders of recorded mortgages or deeds of trust which then encumber the fee or lease estate of the Lots of the Subdivision. The consent or approval of no other person shall be required to accomplish any amendment or modification hereto.

5. Covenants Run with the Land. All of the provisions, agreement, rights, powers, covenants, conditions, obligations, and easements contained in this Agreement shall be binding upon and insure to the benefit of the fee simple owners of the Lots of the Subdivision, their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, members and all other persons or entities acquiring either tenement, or any portion thereof or interest therein. All of the provisions, agreements, rights, powers, covenants, conditions, obligations and easements contained in this Agreement shall be covenants running with the Lots of the Subdivision, both for the benefit of each tenement and as a burden upon each, pursuant to the applicable laws of the State of Utah.

6. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provision of this Agreement, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The courts of Salt Lake County, State of Utah shall have exclusive jurisdiction over any and all disputes arising out of this Agreement.

8. Severability. The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

9. Entire Agreement. This Agreement, including the attached exhibits, and the CC&R's, contain the entire agreement with respect to the subject matter of this Agreement, and all prior negotiations and agreement with respect to such subject matter are merged herein.

10. Notices. Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended recipient. The date notice is deemed to have been given shall be the date of actual delivery to the party concerned. The address for notice to each Lot owner shall be the address of the Lot.

The notice address of David L. Ellis shall be:

David L. Ellis
1699 East 6525 South
Sandy, Utah 84121

With a copy to:

Matt C. Osborne
Osborne & Barnhill, P.C.
11576 South State Street, Bldg. 204
Draper, Utah 84020

The notice address of the Association shall be:

Bent Pine Cove Homeowner's Association
c/o David L. Ellis
1699 East 6525 South
Sandy, Utah 84121

EXHIBIT "A"
(Legal Description of the Subdivision)

Beginning at a point on the East Right-of-Way Line of 1300 East Street, said point being South 00°01'38" West 818.80 feet along the Section Line and South 89°55'22" East 33.00 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Sale Lake Base and Meridian; and running

thence South 89°52'45" East 118.65 feet;
thence North 00°07'18" East 126.04 feet;
thence South 89°59'54" East 329.25 feet;
thence South 311.38 feet to a point on the West Line of the Union Pacific Railroad;
thence South 44°15'14" West 25.29 feet along the West Line of said Union Pacific Railroad;
thence South 44°10'36" West 99.09 feet along the West Line of Said Union Pacific Railroad;
thence South 45°16'17" West 110.24 feet along the West Line of said Union Pacific Railroad;
thence South 46°30'42" West 159.15 feet along the West Line of said Union Pacific Railroad;
thence North 00°07'18" east 336.34 feet;
thence North 89°52'45" West 168.45 feet to the East Right-of-Way Line of 1300 East Street;
thence North 00°01'38" East 125.20 feet along the East Right-of-Way Line of said 1300 East Street to the point of beginning.

Also known as Lots 1 through 6, inclusive, of the Bent Pine Cove Subdivision, and all common areas including within the Subdivision, as set forth in that certain plat recorded in the Salt Lake County Recorder's Office on November 29, 2011, in Book 2011P, at Page 152, as Entry No. 11287924.

Contains 153,848 Square Feet or 3.532 Acres and 6 Lots

EXHIBIT "B"

(Legal Description of the Roadway Easement and the Utility and Landscape Easement)

A. ROADWAY EASEMENT:

Beginning at a point being South 00°01'38" West 819.74 feet along the Section Line and East 32.99 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Southeasterly 25.95 feet along the arc of a 24.50 foot radius curve to the left (center bears North 45°20'15" East and the chord bears South 68°00'31" East 24.76 feet with a central angle of 60°41'32");

thence Northeasterly 7.30 feet along the arc of a 157.50 foot radius curve to the left (center bears North 08°21'17" West and the chord bears North 80°19'01" East 7.30 feet with a central angle of 02°39'25");

thence Southeasterly 83.54 feet along the arc of a 213.00 foot radius curve to the right (center bears South 11°00'42" East and the chord bears South 89°46'32" East 83.01 feet with a central angle of 22°28'20");

thence Southeasterly 66.24 feet along the arc of a 187.00 foot radius curve to the left (center bears North 11°27'38" East and the chord bears South 88°41'14" East 65.89 feet with a central angle of 20°17'43");

thence Northeasterly 28.30 feet along the arc of a 163.00 foot radius curve to the right (center bears South 08°50'05" East and the chord bears North 86°08'23" East 28.27 feet with a central angle of 09°56'57");

thence Southeasterly 147.38 feet along the arc of a 95.00 foot radius curve to the right (center bears South 01°06'52" West and the chord bears South 44°26'34" East 133.04 feet with a central angle of 88°53'08");

thence South 8.64 feet;

thence Northwesterly 157.41 feet along the arc of a 40.00 foot radius curve to the right (center bears South 89°59'59" West and the chord bears North 67°15'47" West 73.78 feet with a central angle of 225°28'27");

thence Northwesterly 65.21 feet along the arc of a 28.50 foot radius curve to the left (center bears North 44°31'34" West and the chord bears North 20°04'21" West 51.89 feet with a central angle of 131°05'35");

thence Southwesterly 31.60 feet along the arc of a 137.00 foot radius curve to the left (center bears South 04°22'51" West and the chord bears South 87°46'23" West 31.53 feet with a central angle of 13°12'57");

thence Northwesterly 75.45 feet along the arc of a 213.00 foot radius curve to the right (center bears North 08°50'05" West and the chord bears North 88°41'14" West 75.06 feet with a central angle of 20°17'43");

thence Northwesterly 73.34 feet along the arc of a 187.00 foot radius curve to the left (center bears South 11°27'38" West and the chord bears North 89°46'32" West 72.87 feet with a central angle of 22°28'20");

thence Southwesterly 18.41 feet along the arc of a 183.50 foot radius curve to the right (center bears North 11°00'42" West and the chord bears South 81°51'47" West 18.41 feet with a central angle of 05°44'58");

thence Southwesterly 19.76 feet along the arc of a 24.50 foot radius curve to the left (center bears South 05°15'43" East and the chord bears South 61°37'55" West 19.23 feet with a central angle of 46°12'44");

thence North 00°01'38" East 45.30 feet to the point of beginning.

Contains 13,874 Square Feet or 0.319 Acres.

B. LANDSCAPE AND UTILITY EASEMENT:

I. Detention Area:

Beginning at a point being South 00°01'38" West 868.33 feet along the Section Line and East 43.99 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Northeasterly 7.35 feet along the arc of a 14.50 foot radius curve to the right (center bears South 34°17'16" East and the chord bears North 70°13'30" East 7.27 feet with a central angle of 29°01'33");

thence Northeasterly 19.42 feet along the arc of a 193.50 foot radius curve to the left (center bears North 05°15'43" West and the chord bears North 81°51'47" East 19.41 feet with a central angle of 05°44'58");

thence Northeasterly 8.07 feet along the arc of a 177.00 foot radius curve to the right (center bears South 11°00'42" East and the chord bears North 80°17'38" East 8.07 feet with a central angle of 02°36'40");

thence South 00°01'38" West 72.35 feet;

thence North 89°52'45" West 34.00 feet;

thence North 00°01'38" East 65.71 feet to the point of beginning.

Contains 2,364 Square Feet or 0.054 Acres.

II. Landscaped Area South

Beginning at a point being South 00°01'38" West 865.05 feet along the Section Line and East 32.99 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Northeasterly 19.76 feet along the arc of a 24.50 foot radius curve to the right (center bears South 51°28'27" East and the chord bears North 61°37'55" East 19.23 feet with a central angle of 46°12'44");

thence Northeasterly 18.55 feet along the arc of a 183.50 foot radius curve to the left (center bears North 05°15'43" West and the chord bears North 81°50'32" East 18.54 feet with a central angle of 05°47'30");
thence South 10°14'18" East 10.00 feet;
thence Southwesterly 19.42 feet along the arc of a 193.50 foot radius curve to the right (center bears North 11°00'41" West and the chord bears South 81°51'48" West 19.41 feet with a central angle of 05°44'58");
thence Southwesterly 7.35 feet along the arc of a 14.50 foot radius curve to the left (center bears South 05°15'43" East and the chord bears South 70°13'31" West 7.27 feet with a central angle of 29°01'33");
thence South 00°01'38" West 75.71 feet;
thence North 89°52'45" West 11.00 feet;
thence North 00°01'38" East 78.97 feet to the point of beginning.

Contains 1,177 Square Feet or 0.027 Acres.

III. Landscaped Area North

Beginning at a point being South 00°01'38" West 818.80 feet along the Section Line and South 89°58'22" East 32.99 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°52'45" East 118.65 feet;
thence South 00°07'18" West 10.07 feet;
thence Northwesterly 5.56 feet along the arc of a 187.00 foot radius curve to the right (center bears North 09°45'20" East and the chord bears North 79°23'31" West 5.56 feet with a central angle of 01°42'18");
thence Northwesterly 83.54 feet along the arc of a 213.00 foot radius curve to the left (center bears South 11°27'38" West and the chord bears North 89°46'32" West 83.01 feet with a central angle of 22°28'20");
thence Southwesterly 7.30 feet along the arc of a 157.50 foot radius curve to the right (center bears North 11°00'42" West and the chord bears South 80°19'01" West 7.30 feet with a central angle of 02°39'25");
thence Northwesterly 25.95 feet along the arc of a 24.50 foot radius curve to the right (center bears North 08°21'17" West and the chord bears North 68°00'31" West 24.76 feet with a central angle of 60°41'32");
thence North 00°01'38" East 0.93 feet to the point of beginning.

Contains 824 Square Feet or 0.019 Acres.

IV. Parcel "A"

Beginning at a point being South 00°01'38" West 923.50 feet along the Section Line and East 285.72 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Northeasterly 15.75 feet along the arc of a 57.50 foot radius curve to the left center bears North 44°31'35" West and the chord bears North 37°37'38" East 15.70 feet with a central angle of 15°41'34");

thence Southeasterly 11.11 feet along the arc of a 4.50 foot radius curve to the right (center bears South 60°13'09" East and the chord bears South 79°30'22" East 8.49 feet with a central angle of 141°25'34");

thence Southeasterly 10.13 feet along the arc of a 66.00 foot radius curve to the right (center bears South 81°12'25" West and the chord bears South 04°23'48" East 10.12 feet with a central angle of 08°47'35");

thence South 8.64 feet;

thence Northwesterly 43.29 feet along the arc of a 11.00 foot radius curve to the right (center bears North 89°59'58" West and the chord bears North 67°15'46" West 20.29 feet with a central angle of 225°28'23");
to the point of beginning.

Contains 530 Square Feet or 0.012 Acres.

EXHIBIT "C"
(Johnson Parcel)

Property located in Salt Lake County, Utah:

Beginning at a point that is 693.08 feet South 0° 7'18" West along the Section line, said section line also being the center line of 1300 East Street, and 482.26 feet East from the Northwest corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 272.70 feet to a fence line, said fence line being more or less 100.00 feet Westerly of the Union Pacific Railroad track; thence Southwesterly, more or less, along said right of way fence the following 5 courses: (1) South 39° 46'28" West 17.87 feet; (2) South 39° 39'26" West 100.38 feet; (3) South 40° 49'10" West 100.92 feet; (4) South 41° 51'08" West 99.32 feet; (5) South 43° 02'29" West 95.54 feet; thence North 311.39 feet to the point of beginning.

Tax parcel no. 34-04-101-052.

EXHIBIT "D"
(Private Road Section)

Situated in Salt Lake County, Utah:

Beginning at a point being South 00° 01'38 West 936.07 feet along the Section Line and East 331.16 feet the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 68° 44'00" East 117.64 feet;
thence Northeasterly 33.34 feet along the arc of a 28.00 foot radius curve to the left (center bears North 21° 16'00" East and the chord bears North 77°09'17" East 31.41 feet with a central angle of 68° 13'25");
thence North 43° 02'35" East 11.43 feet;
thence South 28.04 feet;
thence Southwesterly 48.04 feet along the arc of a 48.00 foot radius curve to the right (center bears North 36° 04'42" West and the chord bears South 82° 35'40" West 46.06 feet with a central angle of 57° 20'44");
thence North 68° 44'00" West 117.64 feet;
thence Northeasterly 20.21 feet along the arc of a 40.00 foot radius curve to the left (center bears North 54° 15'21" West and the chord bears North 21° 16'00" East 20.00 feet with a central angle of 28° 57'18") to the point of beginning.

Contains 3,258 Square Feet or 0.075 Acres.

EXHIBIT " E "
(Lot 5 Easement)

Beginning at the Southwest Corner of grantor's land, said point being on the Easterly Right-of-Way Line of 1300 East Street, said point also being South 00°01'38" West 1279.20 feet along the Section Line and South 89°58'22" East 32.50 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence North 00°12'05" East 14.18 feet along the Easterly Right-of-Way Line of 1300 East Street;

thence South 89°34'05" East 161.39 feet;

thence North 46°30'36" East 9.64 feet to the Easterly Boundary Line of the grantor's land;

thence South 00°07'18" West 21.09 feet along the Easterly Boundary Line to the Southeast Corner of said grantor's land;

thence North 89°29'31" West 168.39 feet along the Southerly Boundary Line of the grantor's land to the point of beginning.

Contains 2,430 Square Feet of 0.056 Acres.

(For reference purposes only: Tax Parcel No. 34-04-101-053
Tax Parcel No. 34-04-101-054
Tax Parcel No. 34-04-101-050
Tax Parcel No. 34-04-101-049
Tax Parcel No. 34-04-101-048)
Part of Tax Parcel No. 34-04-101-050
Part of Tax Parcel No. 34-04-101-051