

SCOTT W. KING
247 SOUTH 500 EAST
SALT LAKE CITY 84102

38.50
Ballhurst
Lowell Hurst
RECORDS
DEPT

JUN 27 2 54 PM '84

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF EMERALD ISLE,

3960466

A PLANNED UNIT DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made and executed this 26 day of June, 1984, in the County of Salt Lake, State of Utah, by WEXCORE INDUSTRIES, INC., a Utah Corporation, hereinafter referred to as "Declarant."

WITNESSETH :

WHEREAS, Declarant is the owner of certain property in the County of Salt Lake, State of Utah, which is more particularly described as:

Beginning at an old fence post which is South 1926.24 feet and West 368.56 feet from the Northeast corner of Section 13 Township 2 South, Range 1 West, Salt Lake Base 8, Meridian, said section corner being S 0°00'09" E 958.15' from a county monument in the center of 5300 South Street; (The basis of the bearing is N82°24'27" E along the 5300 South Street Monument Line through the Southeast quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian.) Thence N 80°35'00" W 353.69' to a point on the Easterly line of 90th West Street, said point being on the arc of a 690.00' radius curve, the center of which bears N 81°23' W; Thence Northerly along said East Street line and the arc of said curve through a central angle of 5°37', a distance of 67.64'; Thence N 3° E 288.35'; Thence East 335.87'; Thence S 53°42' E 74.76'; Thence S 12°03'33" W 315.88'; to the point of the beginning.

Containing 2.79 Acres

WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions,

FD-356

BOOK 5568 PAGE 1506

reservations, assessments, charges and liens as hereinafter set forth.

NOT THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed and occupied subject to the following easements, restrictions, covenants, conditions, assessments, charges and liens, which are for the purpose of protecting the value and desirability of, and which shall be construed as covenants of equitable servitude and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE EMERALD ISLE HOMEOWNERS ASSOCIATION, a Utah Nonprofit Association, its successors and assigns, which Association shall be created if Common Area is created upon the Properties.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area," if any, shall mean and refer to all areas of real property shown on the recorded plat map of the Properties and intended for and dedicated to the common use and enjoyment of the owners therein. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

That certain real property shown upon the plat map as roads and exterior fences.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat map of the Properties with the exception of the Common Area.

BOOK 5568 PAGE 1507

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding mortgagees or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to any Lot which is a part of the Properties pursuant to a foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Member" shall mean and refer to every owner of a fee or undivided fee interest in any Lot which is, by covenants of record, subject to assessment by the Association.

Section 7. "Declarant" shall mean and refer to We_xcore, a Utah corporation, its successors and assigns if such successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Board of Directors" shall mean and refer to the governing board of The Emerald Isle Homeowner's Association.

Section 9. "Additional Land" shall mean and refer to that certain real property described in Article VIII, which real property may at a future time be included within the Properties for development purposes.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member unless and until said holder of a security interest has acquired title to any Lot

REG 5568 PART 1508

which is a part of the Properties pursuant to a foreclosure or any proceeding in lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and ownership of a Lot subject to such assessment shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those owners with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Declarant. The Class B Member shall be entitled to four (4) votes for each lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On December 31, 1985.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1.

ARTICLE III
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Area, if any, and such easement shall be appurtenant to and shall pass with the title to every Lot. It is not presently planned to have any Common Area within the Properties, but if any Common Area is created, then the following provisions, together with any others included in this Declaration which concern Common Areas shall be binding upon all interested parties.

Section 2. Title to Common Area. The Declarant may retain the legal title to the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, the Declarant hereby covenants, for itself, its heirs and assigns that it shall convey the Common Area to the Association, free and clear of all liens and encumbrances, no later than December 31, 1985. From and after the transfer of title of the Common Area to the Association, the Association shall be liable for all maintenance of such Common Area, including the roads within the Properties.

Section 3. Extent of Members' Easements. The Members' rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area,

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulation.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by

BOOK 5568 PAGE 1510

the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken;

(d) The right of the Declarant and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said Area.

(e) The right of the Association to take such steps as are reasonably necessary to protect the above-described areas against foreclosure.

Section 4. Delegation of Use Privileges. Any Member may delegate, in accordance with the Articles and Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE IV

INSTALLATION AND MAINTENANCE

1. The Maintenance of Lots. Each Lot and residence thereon shall be maintained by the Owner thereof so as not to detract from the appearance of the property and so as not to affect adversely the value or use of any other Lot or residence. The Association shall have no obligation regarding maintenance or care of Lots or residences thereon.

2. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them

appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair.

3. Utilities. The Owner of each Lot shall pay for all utility services furnished to each Lot which are separately billed or metered to individual Lots by the utility or other party furnishing such service.

4. Installation of Fences and Landscaping. The Owner of each Lot shall be responsible for the installation at his expense of all fences which he desires upon his Lot subject to Architectural Control Committee approval as discussed below. The Owner is also responsible for landscaping the backyard and sideyard areas of his Lot at his own expense, and such landscaping must be completed within the time period set by, and pursuant to the approval of, the Architectural Control Committee. Should the Owner fail to complete the landscaping within the time period and manner provided, the Association may cause such work to be done and charge the costs of such work to the Owners. Should the Owner fail to pay the charges, the Association may pursue the collection of the same in the same manner provided in Article V for the collection of unpaid assessments, and the charges hereunder shall lie treated as unpaid assessments.

5. Maintenance of Perimeter Fence. The Lot Owner of each Lot upon which or immediately adjacent to which a portion of the perimeter fence is placed shall be responsible for maintaining at the Owner's own expense such portion of the perimeter fence. The perimeter fence is that fence which is constructed by the Declarant and is around the exterior of the properties or which runs along a major public street.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessment or charges; (2) special assessments for capital improvements,

BOOK 5568 PAGE 1512

such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection, including reasonable attorney's fees, thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them. It is understood and agreed that assessments will be charged only if Common Areas are created upon the Properties.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon, the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common Area, the payment of administrative expenses of the Association, and the establishment of a reserve account for repair, maintenance, replacement, taxes, insurance and other charges as herein specified, and may be used, at the discretion of the Board of Directors, for the payment of trash collection and sewer and water costs.

Section 3. Basis and Maximum of Annual Assessments.
Until two (2) years after the recording of this document in the Office of the Salt Lake County Recorder the maximum annual assessment shall be _____ Dollars (\$ _____) per lot.

(a) From and after the date referenced in Section 3 above the maximum annual assessments may be increased once a year by the Board of Directors without a vote of the members by not more than the Annual Cost of Living percentage increase for the twelve-(12-) Month period immediately preceding the annual assessment increase. The Annual Cost of Living percentage increase shall be determined by the United States Department of Labor or Department of Commerce.

(b) From and after the above-referenced date the maximum annual assessments may be increased above the Annual Cost of Living percentage increase by a vote of two-thirds (2/3rds) of the members voting, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may, after consideration of current and future needs of the Association, fix the annual assessment at an amount not to exceed the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members voting, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of said meeting and shall set forth the purpose of the meeting.

BOOK 5568
PAGE 1514

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Lots. Both annual and special assessment may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Duties of Board of Directors; Due Dates; Adjustment of Assessments in Certain Cases. A. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, provided that said commencement date shall be the first day of a calendar month. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year. The same adjustment shall be made to the first assessment levied against any property which is hereafter added to the Properties. Written notice of the annual assessment shall be sent by the Association to every Owner subject thereto.

B. The due dated shall be established by the Board of Directors, upon which dates the assessments for any year shall become due and payable; provided, that the Board of Directors may provide for the payment of annual assessments

in twelve (12) equal monthly installments. The due date of any special assessments authorized herein shall be fixed by the Board of Directors, subject to the same notice and payment requirements pertaining to annual assessments.

C. The Board of Directors shall prepare a roster of the Properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, shall record payments of assessment, and shall be open to inspection by any Member of the Association at reasonable times.

D. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly executed and issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 8. Effect of Non-Payment of Assessment:
Remedies of the Association. Any assessment not paid within thirty (30) day's after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of ten percent (10%) per annum until paid. The Association may bring an action at law against the Owner personally obligated to pay any such delinquent assessment, or may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale or foreclosure in Deeds of Trusts or Mortgages, or in any manner permitted by law, or may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent Member, and there shall be added to the amount of such delinquent assessment the costs and expenses of said action, sale or foreclosure, and a reasonable attorney's fee. The personal obligation of an owner to pay any assessments shall remain his personal obligation for the statutory period and shall

BOOK 5568 PAGE 1516

not pass to his successor-in-title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, should the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof extinguish the lien of such assessments, such extinguishment shall be as to only those payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Properties. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) Any properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Area;
- (c) All properties exempted from taxation by the laws of the State of Utah, upon the terms and to the extent of such legal exemption.

Section 11. Insurance and Insurance Assessments. A. The Board of Directors of the Association, or its duly authorized agents, shall have the authority to, and shall, obtain and continue in effect all types of insurance necessary to protect the Association, its Officers, Directors, and Members, including but not limited to fire and extended casualty insurance coverage on all Common Area improvements, and broad form public liability insurance on the Association covering all damage or injury caused by the negligence of said Association, or its agents, in caring for the Common Areas or otherwise performing any of its authorized functions. However, should liability insurance for the protection

of the officers or Directors of the Association be obtained, such insurance shall protect only against negligent acts of such persons and shall not protect against intentional or willfully negligent acts. Each individual Member shall be required to obtain such insurance as he or she deems appropriate for his or her own lot and the improvements thereon.

B. Said insurance coverage shall be written in the name of the Association as trustee for each of the Owners of the Properties, and said coverage shall be in an amount equal to the full insurable value or replacement cost of all property covered thereby and, in the case of liability coverage, in an amount deemed adequate by the Board of Directors. Premiums for insurance obtained by the Board of Directors pursuant to this Section shall be a common expense of the Association and shall be collectable from Members of the Association as part of the annual assessments in the manner specified in this Article V. Provision for the acquisition of insurance coverage written in the name of the Association shall be without prejudice to the right of each Owner to insure his own personal and real property for his own benefit.

C. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair said damaged or destroyed portions of the property, as rapidly as possible, in conformity with the plans and specifications by which said properties were erected; provided, that in the event that the cost of repair or rebuilding shall exceed the insurance proceeds received therefor, the Board of Directors shall levy a special assessment as provided in Article V, Section 7, above to make up any deficiency necessary to repair or rebuild said property.

ARTICLE VI

ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board of Directors of the Association shall appoint a three-member

Committee the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

2. Submission to Committee. No residence upon a Lot, or accessory or addition to a Lot which is visible from the Common Areas, landscaping, fence, or other improvement of a Lot which is visible from the Common Areas shall be constructed, maintained, or accomplished, and no alteration, repainting, or refurbishing of the exterior of any residence upon a Lot shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Architectural Control Committee.

3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it the Committee shall use its best judgment to insure that all improvements, construction, landscaping, fences, and alterations on Lots within the Properties conform to and harmonize with existing surroundings and structures.

4. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupy unimproved portions of the Common Areas in the vicinity of the activity.

6. No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Article VI.

7. Exception for Declarant. The foregoing provisions of this Article VI shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas 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. Declarant's Obligation. Declarant hereby covenants in favor of each Owner: (a) that all residence erected by it and all improvement of the Common Areas accomplished by it shall be architecturally compatible with respect to one another; and (b) that on or before two (2) 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 as part of the Common Areas roads and fences, all approximately in the locations shown on the Plat.

ARTICLE VII

USE RESTRICTIONS

Section 1. General Use Restrictions. All of the Properties which are subject to this Declaration of Covenants, Conditions and Restrictions are hereby restricted to residential dwellings, including Townhouses and ancillary and accessory uses and buildings in connection therewith, including but not limited to community buildings. All buildings or structures erected in the Properties shall be of new construction and no buildings or structures shall be removed from other locations to the Properties and no subsequent buildings or structures other than Townhouses shall be built on any unit where the Declarant has

REC-5568
PAGE 1520

theretofore constructed a Townhouse. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any unit at any time as a residence either temporarily or permanently.

Section 2. Construction, Business and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Townhouse Units during the period of construction and sale of said Townhouses and upon such portion of the premises as Declarant deems necessary including but not limited to a business office, storage areas, construction yards, signs, model units and sales offices.

Section 3. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and provided that said pets shall not be permitted outside of said Lots unless leashed and kept under strict control.

Section 4. Nuisance; Signs; Commercial Activity. Except that not more than one "For Rent" or "For Sale" sign of reasonable size and design may be maintained on any Lot, no advertising signs, billboards, objects or unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Properties. Such restriction includes the keeping of any non-operational junk vehicles on any Lot or Common area. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Properties except activities intended primarily to serve residents in the Properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the constructions and sales

BOOK 5568 PAGE 1521

period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and rules and regulations, as the same may be amended from time to time.

Section 5. Use of Common Area. A. The Common Area may be used only as permitted in this Declaration of Covenants, or as may be allowed by the Board of Directors of the Association pursuant to rules and regulations promulgated by the Board. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Owners of Lots in the Properties, and is necessary for the protection of the interests of all said Owners in and to the Common Area.

B. As part of the overall program of development of the Properties into a residential community and to encourage the marketing thereof the Declarant shall have the right of use of the Common Area and facilities thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

Section 6. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted either upon or in the Properties, or any Lot included therein. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties or any Lot.

Section 7. Exterior Television or Other Antennas. Exterior television, radio or other antennas may be placed, allowed or maintained upon any Townhouse Unit, or upon any structure or portion of the improvements situated and located upon the Properties only with prior written approval and authorization of the Board of Directors, and with the preference that such items be placed in the attic of the Townhouse if possible.

Section 8. Parking. There shall be no recreational vehicle parking, including boats, campers, etc., allowed on any Lot or on any of the common areas, including the roadways. Further, parking on the roadways is allowable only for guest parking on a temporary basis, and no such parking shall be allowed overnight.

ARTICLE VIII

EASEMENTS

Section 1. Sidewalk Easement. There shall be an easement across each Lot for the construction and maintenance of a concrete sidewalk for the use and benefit of the Members, their guests and visitors. The location and width of the sidewalk is shown on the Emerald Village P.U.D. plat map recorded in conjunction with this Declaration of Covenants. Each Owner by his or her acceptance of a deed to a Lot agrees and consents to such perpetual sidewalk easement.

Section 2. Utilities. There is hereby created a blanket easement upon, across, over and under all of the said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephone and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property

BOOK 5568
PAGE 1523

except as initially programmed and approved by the Declaring or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof.

Section 3. Police, Fire and Ambulance Services. An easement is hereby granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties.

Section 4. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common Area and any Townhouse to perform the duties of maintenance and repair of the Common Area and utilities provided for herein.

Section 5. Snow Removal. There is hereby granted on behalf of Murray City, an easement over the front ten feet (10') (from back of curb) of each Lot for snow removal purposes to allow the plowing of roads and piling of snow on each Lot.

Section 6. Other Easements. The easements provided for in this Article VIII shall in no way affect any other recorded easement on said premises.

ARTICLE IX

ADDITIONAL LAND

Section 1. Reservation of Right to Expand. The Declarant hereof expressly reserves the option and right to expand the Properties of Emerald Village, P.U.D. pursuant to the provisions of this Article:

(a) Consent of Owners Not Required. The consent of the Members and Owners shall not be required for such expansion and Declarant may proceed with such expansion at its sole

option. Each Owner shall be deemed, upon acquiring title to his respective Lot, to have consented to such expansion and to have granted to Declarant the irrevocable right to expand the Properties by adding all or such portion of the Additional Land to the Properties as Declarant shall, in its sole discretion, decide to add;

(b) Submission of Amended Plat Map. Concurrently with the expansion of the project, the Declarant shall record, with regard to the Additional Land or any portion thereof that is being added to the Properties, amended plat map which shall describe the land added to the Properties and comply in all respects with this Article IX;

(c) Expiration of Right to Expand. This option to expand the Properties shall expire seven (7) years after the recording of this Declaration; however, the Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records wherein this Declaration is recorded an executed and notarized document terminating this option.

Section 2. Description of Additional Land. The Additional Land which may, at the option of Declarant, be made part of the Properties is located in the City of Murray, Salt Lake County, State of Utah, and is more particularly described as follows, to-wit:

Beginning at a fence corner which is South 1377.476 feet and West 1144.954 feet from the Northeast corner of Section 13, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said section corner being South 0°00'09" East 958.15 feet from a County Monument in the center of 5300 South Street, (Basis of Bearing is North 82°24'27" East along the 5300 South Street Monument Line, through the Southeast Quarter of Section 12, Township 2 South Range 1 West, Salt Lake Base and Meridian), and running thence South 88°00' West 15.00 feet to the True point of beginning, thence South 0°30' West 528.987 feet to the Northerly line of the Utahna-Murray No. 4 Subdivision: thence along said subdivision line South 74°08'31" East 376.235 feet to a point on the arc of a 555.00 foot radius curve, the center of which bears South 75°51'19" East: thence along the Westerly line of 90 West Street on the following four courses: Northerly along the arc of said 555.00 foot radius curve to the right through a central angle of 0°51'19" a distance of 8.28 feet, thence North 15°00' East 73.63 feet to the point of tangency of a 640.00 foot radius curve, the center of which bears North 75°00' West, thence Northerly along the arc of said curve to the left through a central angle of 12°00' a distance of 134.00 feet, thence North 3°00' East 451.77 feet to a point on the extension of an old wire fence line, thence South 85°46'31" West 409.136 feet, thence South 88°00' West 15.00 feet to the True Point of Beginning. Contains 5.5742 Acres.

Section 3. Declarant's Right to Add All or Portions of Additional Land. The Declarant need not add all or any portion of the additional land to the Properties; however, the Declarant may, at its sole discretion and without limitation, add all or any portion or portions of the Additional Land to the Properties and may do so at different times.

BOOK 5568 PAGE 1526

Section 4. Location of Improvements. Declarant makes no assurances as to the locations of any improvements that may be made on any portions of the Additional Land added to the Properties.

Section 5. Maximum Number of Units. The improvements to be placed on the Additional Land shall contain no more than forty-five (45) Lots.

Section 6. Compatibility with Structures in Initial Properties. Declarant intends to erect structures on any portion of the Additional Land added to the Properties that will be compatible with the structures on the land initially the design and configuration of any improvements erected on any portion of the Additional Land added to the Properties that in the judgment of the Declarant may be required to achieve the best development of the Properties provided that such improvements are consistent with the improvements on the land initially within the Properties in terms of quality of construction.

Section 7. Other Improvements. Other improvements to be placed on the Additional Land shall be limited to parking, and recreational facilities.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants. Failure by the Association or by any Owner

BOOK 5568
PAGE 1527

to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. All of said conditions, covenants and reservations contained in this Declaration shall be construed together, but it if shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and lot owners, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the fact that any other article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten(10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded in the Deed Records of Salt Lake County, Utah.

BOOK 5568 PAGE 1528

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XI

ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may delegated, transferred or assigned. "Declarant" shall include all assigns or successors-in-interest of Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26 day of June, 1984.

DECLARANT

WEXCORE INDUSTRIES, INC.,
a Utah Corporation,



A. R. P. H. Jr.

By: [Signature]

Its: J. P. H.

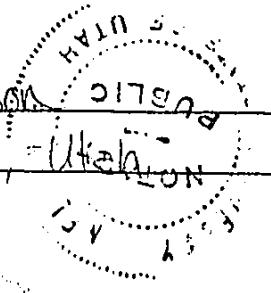
STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 26th day of June, 1984, before me, a Notary Public in and for the above State and County, personally appeared Stephen P. Bruno and Gary B. Ruth, who being by me first duly sworn, did

BOOK 5568 PAGE 1529

depose and say: That he, the said Stephen P. Bruno is the Vice President and he, the said Gary B. Routh is the Secretary of WEXCORE INDUSTRIES, INC., that the above and foregoing instrument was signed by said Corporation by authority of a resolution of its Board of Directors; and that said Corporation duly executed the same and the seal affixed thereto is the duly authorized seal of said Corporation.

Debby Nelson
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



My Commission Expires:
11-9-86

88075568 MAR 1530