

# PROTECTIVE COVENANTS FOR RUSTED HILLS SUBDIVISION

A RESIDENTIAL SUBDIVISION LOCATED IN  
WASHINGTON CITY, UTAH

Dennett Brothers Development Corp. A Utah corporation, hereinafter referred to as the "Developer," is the owner of the following described property, hereinafter referred to as the "Property," located in Washington County, State of Utah, to-wit:

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

Developer hereby includes all of the Property in the plats recorded herewith of Rusted Hills, Phase 1, and divides the Property into Lots as shown on said plat(s) and dedicates the streets shown on said plat(s) to the public. The easements indicated on said plats are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

Developer further declares that all of the Property described herein is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said covenants, conditions, and restrictions. These covenants, conditions, and restrictions shall run with the land.

**DOC # 20130036199**

Restrictive Page 1 of 17  
Rusted Hills Washington County Recorder  
09/24/2013 03:49:27 PM Fee \$ 42.00  
By FIRST TITLE OF UTAH



**ARTICLE I**  
**USE RESTRICTIONS**

1.1 **Land Use and Building Type.** All Lots shall be used only for detached single family residential purposes. As used herein, the term "family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal, business or professional telephone calls or correspondence therefrom.

1.2 **Lot Size.** Lot sizes as described on the recorded plat of subdivision are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the recorded plat of said subdivision. Lots may not be combined for construction of a single home.

1.3 **Care and Maintenance of Lots.** The owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

1.4 **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The title holder of each Lot shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

1.5 **Hazardous Activities.** No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

1.6. **Motorbikes.** All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only on established streets and parking areas and are specifically prohibited from all other portions of the Property, and are to be used on said streets only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Property.

1.7. **Weed Control.** Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on his Lot so as to minimize weeds, fire and other hazards to surrounding Lots, Homes, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, animals, land, or the public health.

1.8. **Pest Control.** No Lot Owner shall permit any thing or condition to exist upon the Lot which would induce, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall perform such pest control activities on his Lot as may be necessary to prevent insects, rodents, and other pests from being present on his Lot.

1.9. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the Subdivision. No clothes drying or storage of any articles which are visible from any public street shall be permitted.

1.10. **Safe Condition.** Without limiting any other provision of these covenants, each owner shall maintain and keep such owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might endanger the health of or interfere with the safety or reasonable enjoyment of other owners of their respective Lots.

1.11. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of the Property.

1.12. **Animals, Livestock, Poultry, and Agriculture.** Except as provided herein, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in total number may be kept in a home constructed on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose. A Lot Owner may have up to four (4) chickens as long as they are contained in a controlled, clean environment. Roosters are not allowed. Such animals as are

permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the owner's home.

**1.13. Garbage and Refuse Disposal.** No Lot or part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property shall be kept in sanitary containers inside a structure except when placed for collection. No rubbish, trash, papers, junk or debris shall be burned upon the Property except that trash may be burned in accordance with applicable laws and ordinances inside homes that are properly equipped with inside incinerator units.

**1.14. Water Supply.** Each home shall be connected to and use the municipal culinary water supply. No individual culinary water supply system shall be used or permitted to be used on any Lot, part or portion of the Property.

**1.15. Sewage Disposal.** Each home shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.

**1.16. RVs, Boats, and Vehicles.** No boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot except within an enclosed garage or on a cement pad behind the required front Lot line set-back area. No such vehicles shall be parked overnight on any street located within the subdivision. Trailers, motor homes, and trucks over 9,000 pounds GVW are not allowed to be stored upon any vacant lot or street or road area adjacent to the Property.

Motor vehicles that are inoperable shall not be permitted to remain upon any street or lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Lot or road area for a period exceeding thirty (30) days, the Developer or other Lot owners residing within the Property may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach to the vehicle and the Lot as a valid lien in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than six (6) weeks.

**1.17. Developer Business, Marketing, and Sales.** Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Developer, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction of homes and sale of lots during the development phase, and upon such portion of the Property including lots or common area, if any, as Developer deems necessary, including but not limited to, a business office, storage

areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Developer shall have the right of use of any lots without charge during the sales and construction period to aid in its marketing activities.

ARTICLE 2  
ARCHITECTURAL CONTROL

2.1. **Architectural Control Committee.** Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences or landscaping elements, approval of the Architectural Control Committee is required.

(a) Appointment and Membership. The Architectural Control Committee shall be the Developer, so long as there are Lots in the Property to develop including any Lot in any phase(s) subsequent to the first phase.

(b) Submission of Plans. Two (2) complete sets of building plans and specifications shall be filed with the Architectural Control Committee, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the Architectural Control Committee may determine from time to time, and an application and such supporting material, such as samples of building materials, as the Architectural Control Committee deems necessary. No work shall commence unless and until the Architectural Control Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Architectural Control Committee pursuant hereto. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee.

(c) Rights of Approval. The Architectural Control Committee shall have the right to refuse or approve any plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

(d) Architectural Standards. The Architectural Control Committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article.

- (e) Time Frame for Action. In the event the Architectural Control Committee fails to approve or disapprove in writing any such plans within sixty (60) days after the submission thereof to the Architectural Control Committee, then approval shall be deemed to have been given.

- (f) Non-Liability. The Architectural Control 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. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The Architectural Control Committee's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

- (g) Waiver. The approval of the Architectural Control Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Control Committee to disapprove any similar plans and specifications subsequently submitted.

- (h) Rules and Regulations. The Architectural Control Committee shall adopt reasonable rules and regulations to carry out its duties.

- (i) Developer Exemption. Developer shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration.

2.2. **Governmental Permit Required.** No home, accessory or addition to a home, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefor is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Architectural Control Committee to refuse to approve any such matter.

2.3. **Design Restrictions.** In order to promote a harmonious community development and protect the character of the Property, the following guidelines, together with any guidelines hereafter established by the Architectural Control Committee, are applicable to the Property:

- (a) Purpose and Intent. The intent of these Architectural Guidelines is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements.

The Architectural Guidelines serve as an evaluative aid to owners, builders, project developers, design professionals, City staff, the Planning Commission, City Council and the Architectural Control Committee in the design review of individual, private and public developments within the Rusted Hills Subdivision. The Washington City Zoning Regulations will apply for any area of design not addressed in these guidelines.

- (b) Permitted and Required Structures. The only building or structure permitted to be erected, placed or permitted to be located on any Lot within the subdivision shall be a detached single family home placed within the building envelope for each lot and not to exceed the height requirements found in this section. Each home must include a minimum two car, private, enclosed and attached garage. All construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of Washington City, Utah, in effect from time to time.

- (c) Minimum Area. The minimum total square footage of living area on the ground floor located within the building envelope and foundation for any single-story residential home constructed on any Lot within the Property shall be not less than 1,750 square feet, exclusive of porches, balconies, patios and garages. Two-story homes shall have a minimum of 1,600 square feet on the main level, with a total square footage of not less than 2,200 square feet, exclusive of porches, balconies, patios and garages.

- (d) Setbacks. The following minimum setback standards apply to the Lot. All measurements shall be made from the applicable Lot line to the foundation, porch or other extension of such building, whichever is nearer to such Lot line.

Front:	Minimum of 20 feet Lot line to structure.
Side:	Minimum of 10 feet from Lot line to structure.
Rear:	Minimum of 20 feet from Lot line to structure.

- (e) Building Height. Maximum building height shall be 35 feet for a two-story home and 25 feet for a one-story home. Height is measured from a

base line parallel to the existing Lot grade to a parallel line intersecting the highest point of any roof element.

- (f) Home Elevations. Elevations should be consistent with the intended architectural style of the home and carried around all four elevations of the structure.
- (g) Facades. Facades shall be stucco, masonry, brick or stone, with accents of brick, stone, or such other material as approved by the Architectural Control Committee.
- (h) Roof Materials. Roof material shall be limited to slate, clay, or concrete tiles. Colors shall be subdued earth tones or such other colors as may be allowed by the Architectural Control Committee.
- (i) Reflective Exterior Surfaces or Materials. No reflective exterior surfaces or materials shall be used. Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project.
- (j) Colors. Base building colors shall be in earth tones. Pastels or high gloss finishes may not be used. Complementary accent colors can be used on facia, window trim, shutters and doors.
- (k) Prohibited Structures. Dome structures, log homes, pre-manufactured homes; re-located homes, and Earth or Berm homes of any type are not allowed.
- (l) Temporary or Other Structures. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a home either temporarily or permanently, nor shall any such structures be erected or placed on the Property at any time. No old or second-hand structures shall be moved onto any of said Lots. It is the Developers intention that all homes and other buildings to be erected within the subdivision be new construction, of good quality, workmanship, and materials.
- (m) Accessory Buildings. No storage or utility buildings are allowed. All such structures intended for such uses must be built so as to be part of the home.
- (n) Driveways and Parking. There shall be area on the driveway (excluding sidewalk areas) to park not less than two vehicles per Lot. Each driveway on a Lot shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted for driveway material in the front and side yard area of any



Lot. The driveway in the front and side yard areas of each Lot shall be in a color which blends with the exterior of the structure located on such Lot.

(o) Sight Obstructions. No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within the (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept, or maintained in such manner as, in the opinion of the Architectural Control Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the Subdivision.

(p) Fencing. Fencing, walls and other barriers are limited to and shall be block walls in of a material and color approved by the Architectural Control Committee. No fences shall be constructed in the front setback area. No fences, hedges or walls shall be erected or maintained upon any property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Control Committee.

(q) Retaining Walls. Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise approved by the Architectural Control Committee. In the event approval is given for a retaining wall higher than five (5) feet, the retaining wall must be tiered and landscaping must be installed to hide the retaining wall.

(r) External Illumination. Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent homes and away from the vision of passing motorists. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.).

(s) External Television or Other Antennas. Antennas for radio, television, or device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the home. It is

mandatory that all homes be pre-wired for cable reception. Satellite dish antennas shall be allowed provided they are located in such areas as may be designated by the Architectural Control Committee. In no event shall satellite dish antennas be visible from neighboring property or exceed 20 inches in diameter or width.

(t) Location of Air Conditioning, Heating, and Soft Water Equipment. Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.

(u) Utility Meters. Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from neighboring property. Exposed piping should be painted to match exterior colors of the home. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the Uniform Building Code.

(v) Mailboxes. Developer shall install cluster mailboxes. Said cluster mailboxes shall be the only allowed mail receptacles.

(w) External Apparatus. No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Control Committee.

(x) Landscaping. Landscaping shall be completed in accordance with the landscape plan submitted to and approved by the Architectural Control Committee prior to construction of the home, and may include but shall not be limited to the preparation for the planting of lawn, grass or other appropriate ground cover, and appropriate shrubbery. Lots which are to be landscaped in a desert motif must be approved by the Architectural Control Committee. Limited use of cinders may be made in the landscaping on a Lot, only as approved by the Architectural Control Committee.

(y) Planting and Gardening. Planting and gardening is allowed provided that gardens and planting areas are continuously maintained and do not become vacant areas that allow for the growth of noxious weeds.

- (z) Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot owners are responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property.
- (aa) Easements. Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- (bb) Lateral and Subjacent Support and Drainage. An Owner's activities which affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible for damages proximately caused by such activities. Owners shall be responsible for all damage proximately caused by drainage from their lot(s) to adjacent landowners.
- (cc) Signs; Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Property. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its agents during the construction and sales period.

2.4. **Construction and Contractor Provisions.** In order to promote a harmonious community development and protect the character of the Property, the following guidelines which are applicable to the Property:

- (a) Completion of Construction. The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event

shall be substantially completed within twelve (12) months after such commencement.

- (b) Building Materials Storage. No Lot, part or portion of the Property shall be used or maintained as a storage for building materials except during a construction phase. Once a home is occupied or made available for sale all building materials shall be removed or stored inside such home, out of public sight.
- (c) Landscaping. Front yard landscaping shall be complete prior to occupancy. Upon acquisition of record title to a Lot, a contribution into escrow in the amount of \$750.00 shall be made at closing by or on behalf of the purchaser. The \$750.00 shall be held in escrow pending completion of the construction and landscaping on a Lot. In the event the landscaping is not complete prior to occupancy, or in the event the streets, curb or gutter are damaged as a result of the construction upon that Lot, the \$750.00 shall be forfeited and used to pay for said landscaping, or for repair, maintenance and replacement of those areas damaged during construction. Such payment into escrow shall be refundable upon satisfactory completion of the landscaping and construction as determined by the Developer.
- (d) Soils Test. The Lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction. The Architectural Control Committee may require that the Lot Owner obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the Architectural Control Committee may condition final approval following the recommendations set forth in the soils test document. By approving the commencement of construction after review of any soils test and recommendation, the Architectural Control Committee is not warranting and shall not be deemed to have warranted the results of such test or recommendation.
- (e) Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner and/or their agents of any particular Lot in the Property must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or Owner.
- (f) Maintenance of Lot During Construction. Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Property must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. The Architectural Control

Committee may levy up to a Five Hundred Dollar (\$500) fine against a violator of this subsection (f) and/or the owner of the Lot for each day of a continuing violation. The fine shall be a charge on the land and shall be a continuing lien on the Lot.

ARTICLE 3  
ENFORCEMENT AND AMENDMENT

3.1. **Violation Constitutes Nuisance.** Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer or a Lot Owner or Owners. The remedies provided for hereunder shall be deemed cumulative and not exclusive.

3.2. **Enforcement.** Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer and of the Lot Owner or Owners from time to time of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer, or a Lot Owner or Owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said Lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.

3.3. **Right to Enforce.** The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by the Developer or a Lot Owner or Owners, and each of their legal representative, heirs, successors and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 4  
AMENDMENT AND EXPANSION

4.1 **Amendment.** After the Developer no longer owns any Lot in the Property, or any subsequent phase, the covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than the Owners of seventy-five percent (75%) of the total number of Lots, provided that all signatures must be notarized and obtained within a 180 day period. The Developer may

unilaterally amend these Protective Covenants so long as the Developer owns a Lot within the Property, including any Lot in any subsequent phase.

**4.2 Additional Property.** Additional property may be subjected to these covenants, conditions and restrictions by the Developer. The Developer shall indicate its intent to have such property bound by these covenants, conditions and restrictions on the plat of such property, or by recording an additional set of covenants, and thereafter such additional property shall be considered as part of the Property in all respects, and Lots therein shall constitute Lots under these Protective Covenants. This right of the Developer shall be assignable to one or more assignees.

#### ARTICLE 5 GENERAL PROVISIONS

**5.1 Duration of Covenants.** The covenants, conditions, and restrictions contained herein shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the Architectural Control Committee, the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument.

**5.2 Notices.** Any notice required under the provisions of this document to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner.

**5.3 Construction and Severability.** All of the covenants, conditions, and restrictions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability any of the remaining restrictions, covenants or conditions, or parts thereof.

**5.4 Assignment of Powers.** Any and all rights and power of the Developer herein contained may be delegated, transferred or assigned by a written assignment. Wherever the term "Developer" is used herein, it includes Developer and its successors and assigns.

**5.5 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.

**5.6 Waivers.** No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.



**CONSENT OF BANK**

The undersigned hereby consents to recording of the foregoing Protective Covenants for Rusted Hills Subdivision.

Dated: September 3<sup>rd</sup> 2013

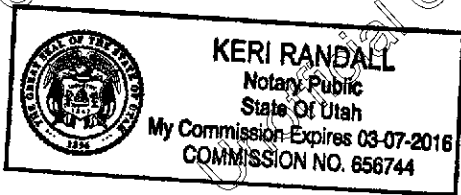
TOWN & COUNTRY BANK

By: [Signature]  
Its: [Signature]

STATE OF UTAH )  
 ) :ss  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 2013, by P. West Martin, EVP/SLO of Town & Country Bank, a Utah corporation, on behalf of the corporation.

Keri Randall  
Notary Public





**EXHIBIT A**

**BEGINNING** at the West Quarter Corner of Section 36, Township 42 South, Range 15 West, Salt Lake Base & Meridian, said point also being on the Southerly line of Majestic View Subdivision and running thence South  $89^{\circ}28'54''$  East 116.20 feet along the center section line and the Southerly line of said Subdivision; thence South  $00^{\circ}19'20''$  West 472.60 feet; thence South  $89^{\circ}27'28''$  East 27.85 feet; thence South  $00^{\circ}32'32''$  West 50.00 feet; thence South  $00^{\circ}31'27''$  West 139.72 feet to the  $1/64$ th line; thence North  $89^{\circ}27'42''$  West 143.55 feet along said  $1/64$ th line to the section line; thence North  $89^{\circ}09'05''$  West 233.13 feet along the  $1/64$ th line; thence North  $00^{\circ}53'15''$  East 638.37 feet to the Southerly line of said Subdivision; thence South  $89^{\circ}07'23''$  East 227.02 feet along said southerly line; thence North  $00^{\circ}17'56''$  East 24.00 feet along said southerly line to the point of Beginning