

AFTER RECORDING, RETURN TO:

Norman H. Bangarter
NHB Construction Corp.
2976 West 10000 South
South Jordan, Utah 84065

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR LAGUNA AT GREEN SPRING, A PROJECT WITHIN
THE GREEN SPRING VILLAGES**

THIS PROJECT DECLARATION is made this 29th day of January, 1996, by NHB CONSTRUCTION CORP., a Utah corporation ("Declarant").

RECITALS:

A. Declarant is the declarant under that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Green Spring Villages dated January 29, 1996 and recorded February 16, 1996, in Book 974 at Page 670-710 of the Official Records of Washington County, Utah (the "Master Declaration").

B. On February 16, 1996, Declarant recorded a plat entitled "Laguna at Green Spring - Phase I" (the "Plat") in Book 974 at Page 668 of the Book of Plats of Washington County, Utah. The area described in the Plat is Phase 1 of a Project to be known as "Laguna at Green Spring" and is referred to in this Declaration as the "Project Property."

C. The Master Declaration provides that Projects may be created within The Green Spring Villages pursuant to the provisions of the Master Declaration, Declarant wishes to designate the Project Property as a Project within The Green Spring Villages upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, the Declarant does hereby declare and provide as follows:

1. DEFINITIONS.

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "**Project**" means Laguna at Green Spring, consisting of all of the Project Property.

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1.2 **"Project Property"** means all of the property included within the Plat. Additional Property may be annexed to the Project Property in the manner contemplated by the Master Declaration, and any such Additional Property so annexed shall be deemed included within the Project Property from and after the recordation of a plat or supplemental declaration annexing the Additional Property in question.

1.3 **"Master Declaration"** means the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Green Spring Villages dated January 29, 1996 and recorded February 16, 1996 at Book _____ and Page _____ of the Official Records of Washington County, Utah.

1.4 **"Plat"** means that certain plat entitled "Laguna at Green Spring - Phase I," recorded on February 16, 1996 at Book _____ and Page _____ in the Book of Plats of Washington County, Utah.

1.5 **Incorporation by Reference**. Except as otherwise specifically provided in this Declaration, each of the terms defined in Article 1 of the Master Declaration shall have the meanings set forth in such Article.

2. **PROJECT DESIGNATION**

The Project Property is hereby designated as a Project and annexed to The Green Spring Villages and made subject to the Master Declaration on the terms and conditions set forth herein. The Project Property may be expanded by annexing Additional Property in the manner contemplated by the Master Declaration. Project Property may be withdrawn from the Project in accordance with the Master Declaration.

3. **LAND CLASSIFICATIONS**

The Project Property, together with any property annexed thereto pursuant to a subsequent Project Declaration or Declaration annexing Additional Property, shall be a Project Parcel as defined in Section 1.29 of the Master Declaration. All land within the Project Property is included in one or another of the following classifications:

3.1 **Residential Lots**. All platted lots within the Project Property, but excluding Lots or tracts within the definition of "Common Area", "Common Easement Area", "Private Roads", "Limited Common Area" or "Project Common Area" on the Plat, shall be Residential Lots as defined in Section 1.32 of the Master Declaration.

3.2 **Common Areas**. All Lots or tracts labeled on the Plat as "Development Common Area" or "Villages Common Area" shall be Common Areas as defined in Section 1.9 of the Master Declaration.

3.3 **Project Common Areas.** All Lots or tracts labeled on the Plat as "Project Common Areas", "Landscaped Open Space", "Landscape Corridor", "View Corridor" or "Private Road" shall be Project Common Areas as defined in Section 1.27 of the Master Declaration.

4. **PROJECT MANAGEMENT.**

4.1 **Project Association.** Declarant shall organize an association of all of the Owners within Laguna at Green Spring. Such Association, its successors and assigns, shall be organized under the name "Laguna at Green Spring Owners Association" or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in the Declaration for the benefit of the Project Property and all Owners of property located therein. The provisions of Article 8 of the Master Declaration, providing for the organization and operation of the Association are hereby incorporated herein and made applicable to the Project Association to be organized and to operate under this Project Declaration, except as set forth in the following sentence. Effective as of the turnover meeting described in Section 8.7 of the Master Declaration (incorporated in this Project Declaration for purposes of the operation of the Project), the Board of Directors of the Association will be elected by the Owners of Lots in compliance with the bylaws of the Laguna at Green Spring Homeowners Association. After the organization of the Association, there shall be no Project Committee for Laguna at Green Spring as provided in the Master Declaration.

4.2 **Project Architectural Review Committee.** Declarant shall organize an Architectural Review Committee for the Laguna at Green Spring Project. The provisions of Article 7 of the Master Declaration, providing for the organization and operation of the Architectural Review Committee are hereby incorporated herein and made applicable to the Project Architectural Review Committee to be organized and to operate under this Project Declaration.

5. **MASTER DECLARATION.**

5.1 **Effect of Master Declaration.** The Project Property shall be subject to all of the terms and provisions of the Master Declaration.

5.2 **Incorporation of Master Declaration Provisions for Project.** For purposes of the use, maintenance and management of the Project by the Owners of Residential Lots within the Project, the Project Association and the Project Architectural Review Committee, the following provisions of the Master Declaration are incorporated into this Project Declaration: Article 4 (Property Rights in Common Areas); Article 5 (Property Rights in Lots); Article 6 (General Use Restrictions); Article 9 (Maintenance, Utilities and Services); Article 10 (Assessments); Article 11 (Enforcement); Article 12 (Mortgages), and Article 13 (General Provisions).

6. **ADDITIONAL RESTRICTIONS.**

The Project Property shall be subject to the following additional restrictions:

6.1 **Minimum Lot Size.** A lot shall have not less than 5600 square feet.

6.2 **Minimum Square Footages.** A Living Unit located on a Lot shall have not less than 1400 square feet.

6.3 **Setbacks.** No Improvements shall be located on a Lot closer to the respective Lot line than as follows: 18 feet from the front Lot line for the garage and 10 feet from the front Lot line for the balance of the living area; five feet from each side Lot line and 10 feet from the rear Lot line.

6.4 **Height.** No Improvements shall be located on Residential Lots with a height in excess of 30 feet, measured from the natural grade of the Lot prior to the commencement of construction of the Improvements. Declarant reserves the right to modify the grade of any Lot prior to commencement of construction of Improvements in an amount not to exceed 4 feet.

6.5 **Architectural Style and Compatibility of Improvements.** The Improvements shall reflect a Southwestern, Mission, Mediterranean or American traditional style exterior facade, as defined and determined by the Project Architectural Review Committee. The Project Architectural Review Committee may maintain a list of architectural features and standards to be reflected on the exterior of each structure constructed within the Project. Stucco shall be the exterior surface material used, but the Architectural Committee may approve other accent materials consistent with the required design styles including tile, wood, stone, brick and concrete. Roofs shall be flat or barrel tile. The Project Architectural Review Committee shall have the right to specify the color of each structure and roof within the Project in order to encourage and achieve an appropriate mix of colors while promoting and achieving the harmonious development of the Project. The Project Architectural Review Committee shall maintain a list of approved stucco and roof tile colors. No reflective materials shall be used on the exterior of any structure. To avoid staining, the Project Architectural Review Committee may require Improvements to be protected by one or more of the following: concrete apron, gravel apron, gutters, other drainage, protective stucco sealant, or other available method.

6.6 **Maintenance Responsibility.** The Project Association shall have the responsibility to maintain the Project Common Areas and landscaping located on Residential Lots, including the Improvements thereon related to landscaping, in a clean and attractive condition, in good repair. In addition, the Project Association and respective Owners shall keep all shrubs, trees, grass and plantings of every kind on the Project Common Areas and Residential Lots neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

6.7 Maintenance Responsibility of Improvements. The Owner of each Lot shall have the responsibility to maintain the Improvements on the Residential Lots, in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspout, exterior building surfaces, walks and other exterior improvements and glass surfaces. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes shall likewise be the responsibility of the Owner and shall be restored within a reasonable period of time. The Project Association or Owners may enforce the Owner responsibilities set forth in this paragraph.

6. BINDING EFFECT.

The Project Property, including all Common Areas, Project Common Areas and Lots therein, shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions of the Master Declaration, as modified by this instrument, which easements, covenants, restrictions and charges shall run with the Project Property and shall be binding upon all parties having or acquiring any right, title or interest in the Project Property or any part thereof and shall inure to the benefit of each Owner thereof.

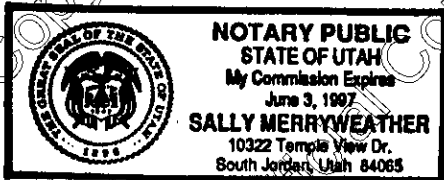
IN WITNESS WHEREOF, Declarant has executed this Project Declaration as of the day and year first set forth above.

NHB CONSTRUCTION CORP.,
a Utah corporation

By *Norman H. Bangert*
Norman H. Bangert,
President

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

The foregoing instrument was acknowledged before me this 12 day of February, 1996 by Norman H. Bangert, as President of NHB Construction Corp., a Utah corporation.



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Sally Merryweather
Notary Public for Utah
My commission expires

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LAGUNA

Laguna Villages at Green Spring Phase #1

Exhibit "A"

Beginning at a point N 89°43'00" W 470.15 feet along the section line from the South quarter corner of Section 10, Township 42 South, Range 15 West, Salt Lake Base and Meridian and running thence N 39°00'58" E 233.13 feet to the point of a 250.00 foot radius curve to the left; thence Northeasterly 170.16 feet along the arc of said curve through a central angle of 38°59'54" to the point of tangency; thence N 0°01'04" E 95.04 feet; thence N 89°58'56" W 15.00 feet; thence S 53°43'52" W 52.89 feet; thence N 89°58'56" W 151.17 feet; thence S 82°31'48" W 58.56 feet to a point on a 170.00 foot radius curve to the left, the radius point of which bears S 71°44'53" W; thence Northwesterly 24.21 feet along the arc of said curve through a central angle of 8°09'33" to the point of a 59.00 foot radius reverse curve to the right; thence Northwesterly 15.23 feet along the arc of said curve through a central angle of 14°47'11"; thence S 83°50'10" W 112.27 feet; thence S 6°09'50" E 356.16 feet; thence N 83°50'10" E 100.00 feet to a point on a 300.00 foot radius curve to the right, the radius point of which bears S 83°50'10" W; thence Southwesterly 236.56 feet along the arc of said curve through a central angle of 45°10'48"; thence N 39°00'58" E 186.80 feet to the point of beginning. Contains 2.79 acres, more or less.