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Gary W. Ott  
Recorder, Salt Lake County, UT  
SURETY TITLE  
BY: eCASH, DEPUTY - EF 18 P.

After Recording Return to: )  
)  
Valley View Estates, LLC )  
1404 West State Street, Ste. 6 )  
Pleasant Grove, Utah 84062 )  
)

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**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
OF THE VALLEY VIEW ESTATES SUBDIVISION**

Valley View Estates, LLC, a Utah limited liability company, with offices at 1404 West State Street, Ste. 6, Pleasant Grove, UT, 84062 (hereafter, "Declarant"), hereby makes this Declaration of Covenants, Conditions and Restrictions of the Valley View Estates Subdivision on the 15<sup>th</sup> day of March, ~~2006~~ 2007

RECITALS

This Declaration of Covenants, Conditions and Restrictions affects certain real property owned by Declarant and located in Salt Lake County, Utah; described more fully below or by exhibit hereto (hereafter, "the Property").

Declarant has constructed or will construct upon the Property a residential development entitled "Valley View Estates" that shall include privately owned lots, common areas, and other improvements as will be described herein. All such construction will be performed in accordance with approved plans and maps recorded as follows:

Plan Map/Plat: [REDACTED]  
Entry No.: [REDACTED] 24101  
Date: [REDACTED]

Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Property subject to the Plat Map, or Maps and the covenants, conditions and restrictions set forth herein.

Declarant intends by filing of this Declaration to submit the Property and all improvements now or hereafter constructed thereon to the provisions, covenants and conditions of this Declaration.

SECTION 1

Name of the Project

The name by which the project shall be known is Valley View Estates Subdivision.

SECTION 2

Covenants to Run with the Land

This Declaration containing covenants, conditions and restrictions relating to the Subdivision shall constitute enforceable equitable servitudes which shall run with the land and this Declaration and when recorded with the Salt Lake County Recorder, this Declaration and its terms and provisions, including servitudes, shall be binding upon Declarant, its successors, assigns and upon all owners of property in the Subdivision, their grantees, mortgagees, successors, heirs, executors, administrator, devisees and assigns, regardless of whether or not they receive a copy hereof at closing or any time thereafter.

SECTION 3

Definitions

When used anywhere in this Declaration, the following terms shall have the meaning indicated.

Architectural Control Committee (hereafter, "ACC" or sometimes, "the Committee" shall mean and refer to the committee whose powers and authority are set forth throughout this Declaration and more specifically in Section 8 of this Declaration.

Building shall mean and refer to any of the structures constructed in the Project.

Business and Trade shall be construed to have their ordinary generally, accepted meanings, and shall include, without limitation any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full-or part-time; such activity is intended to or does generate a profit; or a license is required.

Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Valley View Estates Subdivision.

Declarant shall mean and refer to Valley View Estates, LLC, a Utah limited liability company, its members, managers, successors and/or assigns.

Development shall mean and refer to the Project titled under Section 1 ("Name of Project") above.

Dwelling or Unit shall mean and refer to the single-family home constructed upon a Lot.

Family shall mean and refer to a group of two or more individuals related by blood or legal marriage residing in the same residential structure and maintaining a common household.

Guest shall mean and refer to a temporary visitor, invitee or person whose presence within the Project is approved by or is at the request of a particular resident.

Improvement shall mean and refer to all existing physical structures and appurtenances to the Property of every kind and type, including but not limited to all buildings, dwelling units, fixtures, plumbing, electrical, heating, air conditioning and utility systems, roads, walkways, driveways, parking areas, fences, walls, stairs, landscaping, trees, shrubs, bushes and green space.

Land shall mean and refer to all of the real property subject to this Declaration.

Lot shall mean and refer to a portion of the Property intended and approved for independent ownership and use as may be set out in this Declaration and as shall be shown on the Plat Map or amendments thereto. Where the context indicates or requires, the term Lot includes any dwelling unit, physical structure or improvement constructed on the Lot.

Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.

Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in a Lot, including but not limited to both the seller and buyer under an executory sales contract (e.g., uniform real estate, land sales contract, or other similar instrument). The term Lot Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Mortgage shall mean and refer exclusively to either a mortgage or deed of trust on any Lot, but shall not mean or refer to an executory contract of sale.

Mortgagee shall mean and refer exclusively to a Mortgagee under either a mortgage or a beneficiary under a deed of trust on any Lot, but shall not mean or refer to a Seller under an executory contract of sale.

Owner shall mean and refer to the Lot Owner.

Person shall mean and refer to a natural person, corporation, partnership, limited partnership, trust, limited liability company, limited liability partnership or other legal entity.

Plat Map or Map shall mean and refer to the Plat Map or Maps of the Project on file in the office of the County Recorder of Salt Lake County as they may be amended from time to time. The Plat Map will show the location of the Lots, Common Areas and Limited Common Areas.

Project shall mean and refer to the Subdivision.

Project Documents shall mean this Declaration and the recorded plat.

Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to this Declaration.

Recreational Vehicle shall mean and refer to any recreational vehicle, motor home, commercial vehicle, tractor or, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, ATV four wheeler, motorcycle, snowmobile, or any other like device of any kind.

Single-Family Home or Residence shall mean and refer to both the architectural style of a dwelling unit and the nature of the residential use permitted.

Subdivision shall mean and refer to Project as named above.

Unit shall mean and refer to a Dwelling Unit.

#### SECTION 4 Submissions Required

The Land, described with particularity on Exhibit A, attached hereto and incorporated herein by this reference, is located in Salt Lake County, Utah, and is hereby made subject to, and shall be governed and regulated by, this Declaration of restrictive covenants. In addition:

The Land is subject to the described easements and rights-of-way, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel or real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusion; any mineral reservations or record and rights Incident thereto; all instruments of record which affect the above-described Property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat Map or otherwise existing; equipment, pipes, lines, cables, wires, utility system, or similar facilities which traverse or partially occupy the above-described Property, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

#### SECTION 5 Covenants, Conditions and Restrictions

The foregoing submission is made upon and under the following covenants, conditions and restrictions:

- 1 Description of Improvements. The significant improvements in the Project include, or shall include, 113 Lots with roadways, utility connections as well as an entrance to and exit from

the Project. The Project will also contain other improvements of a less significant nature. All roadways shall be public and maintained by Herriman City unless otherwise designated on the Map.

- 2 **Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows: All of LOT \_\_\_\_\_ contained within the \_\_\_\_\_ subdivision, as the same is identified in the Plat Map recorded in Salt Lake County, Utah, as Entry No. \_\_\_\_\_ (as said Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions of the \_\_\_\_\_ subdivision, recorded in Salt Lake County, Utah as Entry No. \_\_\_\_\_ (as said Declaration may have heretofore been amended or supplemented).
- 3 **Provisions Binding.** Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot within the subdivision.
- 4 **Ownership and Use.** Each owner shall be entitled to the exclusive ownership and possession of his Lot, subject; however, to the restrictions stated herein.
- 5 **Nature and Restrictions on Ownership and Use in General.** Each Owner shall have and enjoy the privileges of fee simple ownership of his Lot. There shall be no requirements concerning who may own a Lot, except that use shall be residential and ownership may be restricted only as set forth below.
- 6 **Restrictions and Limitations of Use.** The Architectural Control Committee ("ACC") is striving to maintain a certain architectural theme and quality and the ACC may approve or not approve any Dwelling that would be construed as non-conforming. The use of the Lots, of whatever kind, is subject to the following guidelines, limitations and restrictions; though the ACC may from time to time waive or alter such restrictions and limitations in special circumstances, it is their intention to adhere strictly to the following:
  - a. **Binding.** The Project Documents shall be binding upon all Owners and residents, their family members, guests and invitees.
  - b. **Permitted Use and Building Type.** No dwelling shall exceed two (2) stories in height in addition to the basement (if any) and attic area, and must include a private garage, on grade, for not less than two (2) cars and not more than five (5) cars, with a minimum of five hundred and fifty (550) square feet. Carports or other open storage will not be allowed. Detached garages or accessory buildings will be allowed only if the architecture and exterior materials used are compatible with the adjoining home and if approved by the ACC. No more than a two (2) car garage can face the road at the front of the house. No more than a three (3) car garage can be used in a row unless there is an architectural break approved by the ACC.
  - c. **Asphalt, Curb and Sidewalk.** Each Owner shall be responsible for the asphalt, curb and sidewalk fronting their Lot. All damages before, during or after construction of Dwelling shall be repaired, within three (3.0) months, at the Owner's expense.
  - d. **Dwelling Quality and Size.** Except as otherwise provided herein, no Dwelling shall be permitted on any Lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, is less than:
    1. 1,900 square feet main for single story homes;
    2. 1,800 square feet main, 2,600 sq. ft total for two story homes;
    3. No split-entry homes shall be allowed.

e. City and Other Approval. Approval of any Improvements by the Committee does not waive the required for Herriman City or any other required public agency review or permit approval process. By approving plans, the ACC takes no responsibility for plan conformity to any criteria other than the requirements of this Declaration and any design or architectural guidelines that may be established by the ACC or a subcommittee of the same, or exist herein.

f. Building Location. All building locations must conform to the requirements of Herriman City ordinances and regulations, specifically including but not limited to, building projections such as bay windows, fireplaces, decks, covered patios and balconies.

g. Exterior Materials. All exterior materials utilized on Dwellings and other structures shall consist of stone, brick, acrylic stucco or other materials as approved by the Committee. The exterior material of each structure must consist of brick, stone, rock or stucco or a combination thereof, with at least 30% of home being brick, cultured stone or natural stone. No aluminum or vinyl siding may be used on the exterior except on the soffit and fascia. The ACC shall reserve the right to require the use of certain materials or combination of materials based upon the design or plan submitted. New exterior construction products such as cement-based siding or masonite, etc. may be used only upon approval by the ACC. In all cases, home exteriors shall conform to the general theme of the neighborhood design as determined by the ACC. The use of natural earth tones will be encouraged.

h. Roofing. The minimum roof pitch requirement shall be no less than 8/12. Requests for exceptions for any reason shall be submitted in writing to the ACC. Any exceptions to the roof pitch requirement must have written approval from the ACC. All the roofing material must be of either wood shake shingles, tiles, or equivalent. No steel roofs are permitted. A 30 year architectural grade shingle may be permitted with ACC approval. No roof-top, window, or wall-mount evaporated coolers will be allowed. No satellite dish or antenna systems may be placed or installed on the fronts of roofs or houses. If in a side yard, it must have ACC approval and must be shielded from sight from the front street. All roof material color is subject to ACC approval.

i. Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas and asphalt are not permitted.

j. Pools, Spas, Fountains, Game courts. Pools, spas, fountains and game courts shall be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Skateboard areas and/or ramps or like structures are prohibited.

k. Metal Awnings. Metal awnings, metal lean-to or metal patio covers shall not be permitted on any Lot.

l. Nuisance. It shall be the responsibility of each owner and resident to prevent the creation or maintenance of a nuisance in, or about the Project. A nuisance includes but is not limited to the following:

1. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot;
2. The storage of any item, property, substance or material or thing that will cause any Lot to appear to be in an unclean or untidy condition or

that will be noxious to the senses, or that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

3. Any conduct or condition that is noxious or offensive, including loitering, or that tends to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order, and particularly including persistent and noticeable noise in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m. Any graffiti shall be promptly removed from a Lot by the Owner.
4. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other residents, their guests or invitees.
5. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

m. Garbage, Refuse, Debris and Derelict Vehicles. No vehicles may be posted for sale, stored for repair, parts or salvage or otherwise kept at any location visible from any street in the subdivision, nor shall vehicles be left unused for more than 60 days or at any time in a visible state of repair. All rubbish, trash, refuse, waste, dusty debris and garbage should be regularly removed from the lot and shall not be allowed to accumulate thereon. All containers for the storage or disposal of such material shall be kept in a dean and sanitary condition, shall be stored out of the view of the general public provided, however, that such containers may appropriately be placed for collection not more than twenty-four (24) hours prior to any scheduled collection date and shall be removed from the view of the general public promptly after being emptied.

n. Subdivision of a Lot. No Lot shall be subdivided or partitioned.

o. Firearms, Incendiary and Hazardous Devices or Materials. The discharge of firearms and the possession or use of incendiary devices or hazardous materials of any kind within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, slingshots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

p. Temporary Structures and Fences. No Owner or resident shall place upon any part of the Project an temporary structures including but not limited to tents, trailers, sheds, without the prior written consent of the ACC. Anything to the contrary notwithstanding and until the occurrence of the Events referred to herein; the Developer may install and use temporary structures in the development of the Project and marketing of the Lots or Units. All fence plans shall be submitted to the ACC for approval of style, material, height, color and placement. No chain link or vinyl fencing of any type will be allowed except by approval from the ACC for limited purposes described herein. Chain link may be used for dog runs, etc. which are not visible from any street. Additionally, the design of any fences used to secure private swimming pools and private tennis courts shall be submitted to the ACC for approval prior to such fence being constructed.

q. Landscaping. The front yard landscaping of each Lot shall be completed before initial occupancy. The backyard landscaping of each Lot shall be completed within twelve (12)

months after initial occupancy. The owner shall landscape all remaining land not occupied by a building structure including any park strip located between the curb and the sidewalk. Owners shall install an automatic sprinkling system. Additionally, all landscaping shall be consistent with Herriman City ordinances and is subject to the requirements described on the recorded plat and Subdivision Approval. All demolition, clearing, grubbing, stripping of soil, excavation, grading and compensation must be performed within the confines of Owner's Lot. Each Owner shall plant and maintain the required number of trees specified by Herriman City, in their respective park strip. Each owner shall be required to sod or seed grass in their respective park strip. Said park strip shall have a sprinkling system constructed and installed by the Owner. Park strips and front yards may not be designed without grass unless pre-approved by the ACC.

The following trees, because of their undesirable characteristics, are prohibited in the subdivision:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Pelecanus Occidentalis	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Balaena	Balaena Poplar
Populus Angustifolia	Narrow-leaf Poplar
Populus Deltoides	Carolina Poplar
Populus Fremontia	Fremont's Poplar
Populus Nigra italica	Lombard Poplar
Robinia Pseudoacacia	Black Locust
Ulmus Pumila	Siberian/Chinese Elm

All grading and drainage of Lots shall be consistent with Herriman City Standards. Owners are responsible for the grading and or drainage of their Lot and they assume full responsibility for any and all damage incurred as a result of such.

All landscaping shall comply with the Herriman City Ordinances and is subject to the requirements described on the recorded plat and the Conditions of Subdivision Approval. Trees, lawns, shrubs or other plantings provided by the Owner of each respective lot shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the ACC. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed in the confines of a lot. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be promptly pruned and trimmed.

r. Trees, Shrubs and Bushes: Maintenance of Proper Sight Distance at Intersections. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree, monument, real or artificial, shall be planted or placed by an Owner or resident in, on or about any Lot in violation of this provision or in such a way as may cause a sight/safety hazard. The Management Committee may alter or remove any objects planted or placed in violation hereof, at the Owner's expense.

s. Exterior Alteration. Any and all alterations or modifications to the exterior of any existing Buildings, fences, railings, or walls situated within the Project without the prior written consent of the ACC shall be prohibited.

t. Signs. No signs shall be erected or displayed on any Lot or street corner or other location except signs placed by authority of the Management Committee. Notwithstanding any provision in this Declaration to the contrary, so long as the Declarant retains ownership of any Units and/or Lots, Declarant may erect such signs as it reasonably determines are necessary for the sale or promotion of such Units or Lots. No sign other than (1) "For Sale" signs of customary and reasonable size shall be erected or displayed on any Lot without the prior written permission of the Management Committee. Signage of reasonable and customary size is allowable for the advertisement of General Contractor services as are being provided by General Contractors building within the subdivision. Such signs shall be removed within 6 months of completion of the residence constructed. Residential security systems signs smaller than 12" in any dimension are allowable. All signs must comply with the Herriman City requirements.

u. Roof Fixtures. No Owner may install any fixtures, including antennas or solar energy devices or cooling devices other than normal low-profile attic vents without the express written consent of the Architectural ACC. If approved, solar panels are to be integrated into the roof design. Panels and frames must be compatible with roof colors and all such fixtures and equipment must be screened from view from any street within the subdivision. All antennas, excluding satellite dish, internet or communication antennas, are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception.

v. Business Use. No Commercial Trade or Business may be conducted in or from any Lot unless:

1. the existence or operation of the Business activity is not apparent or detectable by sight, sound, or smell from outside the residence and is properly licensed;
2. the Business activity Conforms to all zoning requirements for the Project;
3. the Business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and
4. the Business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Management Committee. Notwithstanding the above, the approved leasing of a residence shall not be considered a trade or business.

w. Recreational Vehicles. All Recreational Vehicles shall be stored behind the front of the garage and behind a fence approved by the ACC. No Recreation Vehicle shall be stored on the streets, driveways or front yards for a period longer than 48 hours without specific written permission from the ACC. No Recreational Vehicle or motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, street, except that these restrictions shall not apply to emergency repairs.

x. Parking on Main Road. No parking of any and all vehicles on the main street.

y. Window Treatments. No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any Dwelling or garage. Internal sunshades and tinted windows are allowed. All windows and windowpanes in the Project shall be harmonious in design and quality, so as not to detract from uniformity in appearance and construction.

z. Pets. No more than two (2) dogs, cats, or other normal household pets may be kept on any lot, provide that such pets are not kept, bred, or maintained for any commercial purpose. Horses shall be allowed on lots ½ acre or larger provided such horses are not



kept, bred, or maintained for any commercial purpose. No other animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the subdivision or project.

No pet, including horses, shall be permitted to urinate or defecate on any private property, Lot, sidewalk or street, and the owner of such pet shall immediately remove feces left by their pet. Owners which maintain horses on their lots shall maintain said horses in a clean and reasonably order free environment. If the Owner or resident fails to abide by the rules and regulations and/or covenants applicable to pets, the Management Committee may bar such pet from the Subdivision. In addition, any pet which endangers the health or welfare of any Owner or resident or which creates a nuisance (e.g., unreasonable smell, barking, howling, whining, or scratching) or an unreasonable disturbance or is not a common household pet or horse, as may be determined in the sole discretion of the Management Committee, must be permanently removed from the Project upon seven (7) days' written notice by the Management Committee.

aa. Laws. Nothing shall be done or kept in, on or about any Lot, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

bb. Leases. A Lease of a unit shall provide that any failure by the resident thereunder to comply with the terms of these covenants, conditions, and restrictions, shall be a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and resident by virtue of their inclusion in this Declaration. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool, or corporate executive use or purposes, which shall be deemed to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit. No accessory apartments or partial leases of any kind. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the resident with the Project Documents. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit. Owners shall not be permitted to maintain accessory apartments.

7. Area of Personal Responsibility. Each Owner shall maintain his Lot and Unit, and all of the improvements constructed or installed thereon. The following items are expressly included in the Area of Personal Responsibility; all roofs, foundations, footings, columns, girders, beams, supports, main walls and exterior of any Dwelling Unit and garage, all individual utility services such as power, light gas, hot and cold water, heating, refrigeration and air conditioning systems, fixtures, windows, doors, patios, balconies and decks; garage doors, garage door systems, interior fence surfaces.
8. City Participation. The Project contains roads and walkways and other improvements dedicated to Herriman City as shown on the Map that will be maintained by Herriman City.
9. Specific Owner Obligations. If the Management Committee determines that any Owner, its family, guests, lessees, or invitees has failed or refused to discharge properly its obligation with regard to the approval, maintenance, repair, or replacement of items for which it is responsible hereunder; then the Management Committee may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expensed, subject to the following:
  - a. Assessment. Such costs as are incurred by the Management Committee in the performance of an item included in the Area of Personal Responsibility or enforcement of these Covenants Conditions and Restrictions shall be added to and

become a part of an assessment to which such Owner and Lot is subject, and shall be secured by a lien against the Lot regardless of whether a notice of lien is filed. Owners are liable to pay all assessments and collection costs, including attorney's fees; provided, however, no first Mortgagee (but not the Seller under an executory contract of sale such as a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to the acquisition of the title. The term "Owner" shall mean and refer jointly and severally to: (i) the owner of both the legal and equitable interest in any lot, (ii) the owner of record in the offices of the County Recorder of Salt Lake County, Utah, and (iii) both the buyer and seller under any executory sales contract or other similar instrument.

- b. Notice of Intent to Repair. Except in an emergency situation, the Management Committee shall give the Owner written notice of the Committee's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the Committee. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days.
  - c. Emergency Situation. If the Committee determines that an emergency exists, then notice and the opportunity to cure the default is not necessary.
  - d. Optional Repairs. The Committee may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.
  - e. Right of Entry. The Committee or its agents or employees shall have a right to enter upon any Lot as necessary to perform such work and shall not be liable for trespass for such entry or work.
10. Interpretation. To the extent Utah Law is consistent with the Project Documents, such provisions shall supplement the terms hereof and are incorporated herein. The captions that precede the Articles and Sections of the Project Documents are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other gender shall include both other genders. The unenforceability or invalidity of any portion of the Project Documents shall not affect the validity or enforceability of the remainder hereof.
11. General Provisions for Construction.
- a. All builders are required to use a dumpster in which to place all construction refuse. Said dumpster must be on site before the framing process begins. All builders must have portable outhouse on site during construction. General contractors are responsible for all subcontractors to keep debris cleaned up and maintain a clean and attractive work area.
  - b. All building plans, specifications and plot plans, including exterior material and color selections, must be submitted to the committee in duplicate and be accompanied by a written request for approval which includes the name and address of the applicant. The committee's approval or disapproval shall be in writing and returned to the applicant, together with a notation of approval, disapproval and/or corrections and modifications necessary, and the date of the ACC's action affixed to one copy of such plans and specifications. In the event the committee fails to

approve or disapprove such plans and specifications within twenty (20) days after submission, or in the event no notice of violation is recorded (including any suit to enjoin the construction) before completion thereof, approval will not be required and related covenants herein shall be deemed to have been fully complied with. Neither the ACC nor the Developer (Declarant) by approval of such plans assumes any obligation or liability or duty regarding the quality of construction, engineering, or design of a building, the safety thereof, or the suitability of the effected land for the proposed construction, including proposed full basements.

- c. Notwithstanding anything herein to the contrary, property owners shall complete front yard landscaping of the property before moving into the residence. Within 12 months from the date of moving in or completion of construction (whichever is later), property owners shall complete side and backyard landscaping of the property. Failure to commence and complete landscaping within the stated time limits constitutes a violation of the covenants which violation authorizes Declarant or its agents to landscape such property in conformity with like subdivision landscaping and to collect such amounts from said property owners by law. Such collections shall include costs for attorney's fees and court costs.

11. Enforcement and Right to Recover Attorney's Assessments. The ACC, or any Lot Owner may take action, at law or in equity, or enforce the terms, covenants or conditions of the Project Documents and these covenants, conditions, and restrictions. Should the Committee, Management Committee or Lot Owner be required to take action to enforce the Project Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorney's fee, which may arise or accrue.
12. Dispute Resolution. The Management Committee may, but shall not be obligated to, exercise jurisdiction over and act as an arbiter with respect to any dispute between or among Lot Owners or residents. If the Committee chooses to exercise jurisdiction mediation by the Committee shall be mandatory but not binding unless the parties agree otherwise.
13. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

#### SECTION 6

##### Term

These covenants shall run with the land for a period of twenty (20) years from the date of recording; provided, however that said restrictions and covenants may be renewed by the ACC and continue thereafter for successive periods of ten (10) years, unless an amendment to or revision of this instrument is executed as provided herein.

#### SECTION 7

##### Declarant's Right to Expand Development

1. Right to Expand or Continue.

This Development may be expanded and continued by Declarant, its assigns or successors without the requirement of consent by any home owners in the initial phase as described herein, for a period of 10 years following the date of this Declaration. Such expansion or continuation may include an extension of these covenants and restrictions to new development, or amendment as provided for herein.

2. Right to Create or Convey Common/Green Area.

Declarant shall have the right, without the requirement of an approved amendment as defined herein, to create common areas or green areas (parks) as deemed appropriate and beneficial by the ACC, or to convey property to a municipality for such application.

**SECTION 8**

**Architectural Control Committee**

1. Committee Appointment and Purpose. The Committee shall originally consist of three seats. For convenience and to facilitate scheduling, two appointed individuals may alternate for one seat. The initial Committee will be appointed by the Declarant, and will likely include practicing architects or design professionals who are not Owners. The Committee shall act by majority consent of the members of the Committee. The original members of the Committee shall be Matthew Phair, Sterling Barnes, and David Bragonje. Notwithstanding anything to the contrary which may appear elsewhere herein, the number of Committee members shall be determined by the Declarant. The Committee members shall be appointed only by the Declarant or its successor, which, at its option, may temporarily delegate or forever assign such powers and responsibilities or other powers and responsibilities given to it by this Declaration to an assignee. Such assignment shall be in writing and until such assignment the assignee shall not possess any powers or responsibilities with respect to such Committee. No member of the Committee shall be liable to any person for decisions made or failure to act in making decisions as a member of said Committee.

2. Scope of Committee Responsibility. Any plans and specifications for the construction or addition of an Improvement upon a Lot within the Subdivision by the Owner thereof must be submitted to the Committee for approval at least thirty (30) days prior to commencing construction. No Improvement shall be commenced, erected, placed or meaningfully altered on any Lot until the plans, specifications and plot plans showing (a) the location on the Lot and nature of such proposed Improvement; (b) all drives, walkways, patios, barbecues, outbuildings, swimming pools, tennis or other sport courts and similar Improvements, the dimensions of all such improvements and distances between the proposed Improvement and the Lot boundaries and other Improvements on the Lot; (c) elevation of sewer as it relates to Residence elevation; (d) finish grading plans; (e) complete set of architectural documents; and (f) complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color and types of all exterior building materials, have been submitted to and specifically approved in writing by the Committee. In making its determination, the Committee will use the specific standards stated herein as guidelines, but final approval of the plan or any design element thereof, shall be at the sole discretion of the Committee. They may consider such factors as (but not limited to) the quality of workmanship and materials, design, harmony of external design with existing project structures in the Subdivision, location with respect to topography and finish grade elevation, preservation and enhancement of the natural beauty of the area, and safety. Any subsequent changes, Improvements, or alterations in such plans must be submitted to the Committee for written approval. Some or all of the requirements of this Section may be waived by the Committee, in the Committee's sole discretion, upon request of the Owner, with respect to the Committee's consideration of the approval of a particular Improvement. The Committee expressly reserves the right to wholly reject plans which in its sole and exclusive judgment are determined to be inconsistent with the stated intent or explicit requirements of the architectural design standards as stated in Article 3 of this Declaration. Approval of the Committee shall be sought in the following manner:

(a) Plans Submitted: 2 (two) Complete plans for the construction of any new Residence must be submitted to the Committee for review and approval. Preliminary plans may be submitted before the expense of final construction drawings is included. Plan must be sufficient to show the location on the Lot of the Residence and all other structures to be built with elevations of all buildings, illustrating the nature and location of windows, doors, roof pitches, decks and other exterior elements together with their materials and colors. A complete site plan or landscape plan must also be submitted showing the location of all grading, including existing and proposed contours, driveways, walkways, patios, decks and other hard surfaced or irrigated areas, proposed plantings, and the means of restoring all disturbed areas. In the case of an addition or modification to an existing Residence, the Committee may waive any of the foregoing requirements.

(b) **Plan Review:** Within fifteen (15) days from receipt of a complete submittal, the Committee will review the plans and make the determination as to whether the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. Any construction that is not in strict compliance with the approved plans is prohibited.

(c) **Plan Review Fee:** The construction plan submittal shall be accompanied by a Plan Review Fee of \$100.00 for each new Residence. In the case of multiple re-submissions for review of a single Residence, additional fees may be required.

(d) **Written Record:** The Committee shall maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for the period of time it deems to be reasonable.

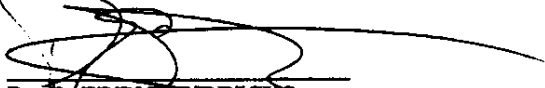
(e) **Failure to Act:** If the Committee has not approved or rejected any submittal within forty-five (45) days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

3. **Variations.** Variations to the architectural design standards contained in this Declaration may only be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variation may be granted without the unanimous consent of the Committee. If, after such plans and specifications have been approved, the Improvements are altered, erected, or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any Improvement, said Improvement shall, in favor of purchaser and encumbrances in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such non-compliance or non-completion, executed by two or more member(s) of the Committee shall appear of record in the office of the County Recorder, or legal proceeding shall have been instituted to enforce compliance with these provisions. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any Lot and/or Residence shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other Lots or Residences, Upon approval of the Committee acting in accordance with the provision of this Declaration, it shall be conclusively presumed that the location and size of any Improvement does not violate the provisions of this Declaration.

4. **Termination of Committee.** Upon the first to occur of either (a) the completion of the construction of a Residence and the Landscaping upon each Lot, or (b) the date which shall be five (5) years from the date hereof, the Committee shall automatically cease to exist. Any and all rights, duties and/or responsibilities of the Committee shall at that time automatically become the rights, duties and/or responsibilities of the Valley View Estates Homeowners Association (whether or not incorporated) without the necessity of the filing of any amendment to this Declaration (which shall become the bylaws of said association) or any other action, unless otherwise extended by Declarant.

\* \* \* \* \*

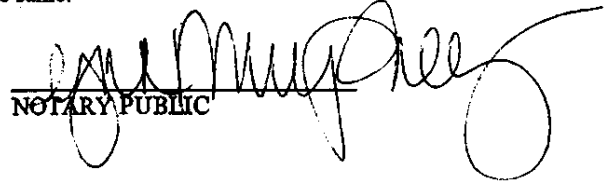
JETT FINANCING



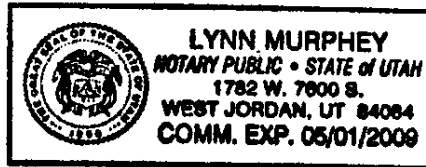
By: D. ERIN HENDRICKS  
ITS: MANAGING MEMBER

STATE OF UTAH )  
 )  
 ) (ss.  
 )  
COUNTY OF )

On the 2 day of APRIL, 2007, personally appeared before me D. ERIN HENDRICKS, who being duly sworn, did say that he/she is the MANAGING MEMBER, of JETT FINANCE LLC., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said D. ERIN HENDRICKS acknowledged to me that the said JETT FINANCE LLC executed the same.

  
NOTARY PUBLIC


My Commission Expires:  
Residing at:



These Covenants, Conditions, and Restrictions may be amended in accordance with the laws of the State of Utah.

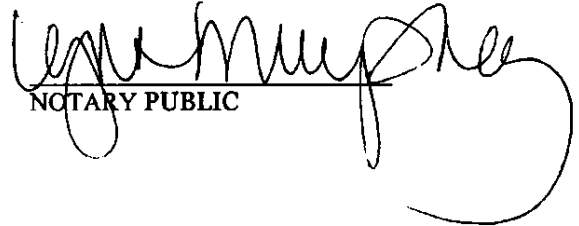
**Declarant:**

VALLEY VIEW ESTATES, LLC  
a Utah Limited Liability Company

By:   
Sterling Barnes  
its Member

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

On the 15<sup>TH</sup> day of MARCH, 2007, personally appeared before me **STERLING BARNES**, who being duly sworn, did say that he/she is the **MANAGING MEMBER**, of **VALLEY VIEW ESTATES, LLC.**, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said **STERLING BARNES** acknowledged to me that the said **VALLEY VIEW ESTATES, LLC**, executed the same.

  
NOTARY PUBLIC

My Commission Expires:  
Residing at:

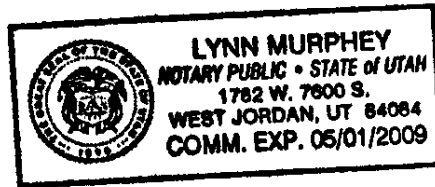




Exhibit "A"

**Valley View Overall Boundary Description**

A parcel of land located in the Northeast Quarter of Section 10, Township 4 South, Range 2 West Salt Lake Base & Meridian (Basis of Bearing being North 89°54'45" East 2664.78 feet between the North Quarter Corner and the Northeast Corner of said Section 10):

Beginning at the North Quarter Corner of said Section 10; and running thence North 00°04'30" West 23.00 feet; thence North 89°54'45" East 819.20 feet to the point of curvature of a 25.00-foot radius curve to the left; thence Northeasterly 39.23 feet along the arc of said curve through a central angle of 89°54'45" (Chord Bearing and Distance being North 44°57'22" East 35.33 feet); thence North 89°47'54" East 37.00 feet to a point on the arc of a 25.00-foot radius non-tangent curve to the left (Bearing to Center being East); thence Southeasterly 39.31 feet along the arc of said curve through a central angle of 90°05'15" (Chord Bearing and Distance being South 45°02'38" East 35.38 feet); thence North 89°54'45" East 332.60 feet to the point of curvature of a 25.00-foot radius curve to the left; thence Northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (Chord Bearing and Distance being North 44°54'45" East 35.36 feet); thence North 89°54'45" East 46.00 feet to a point on the arc of a 25.00-foot radius non-tangent curve to the left (Bearing to Center being North 89°54'45" East); thence Southeasterly 36.94 feet along the arc of said curve through a central angle of 84°39'28" (Chord Bearing and Distance being South 42°24'59" East 33.67 feet); thence South 00°01'18" East 23.11 feet to a point on the North line of the Northeast Quarter of said Section 10; thence North 89°54'45" East 6.71 feet along said section line; thence South 00°05'15" East 379.94 feet; thence South 15°23'40" East 16.87 feet to the point of curvature of a 523.00-foot radius curve to the right; thence Southeasterly 106.84 feet along the arc of said curve through a central angle of 11°36'59" (Chord Bearing and Distance being South 09°35'11" East 105.85 feet); thence South 89°58'04" West 362.19 feet; thence South 00°01'56" East 1496.18 feet; thence South 89°58'04" West 332.65 feet; thence South 00°02'14" East 683.98 feet; thence North 89°52'01" West 115.36 feet to the point of curvature of a 25.00-foot radius curve to the left; thence Southwesterly 39.20 feet along the arc of said curve through a central angle of 89°50'05" (Chord Bearing and Distance being South 45°12'57" West 35.30 feet); thence North 89°52'01" West 37.00 feet to a point on the arc of a 25.00-foot radius non-tangent curve to the left (Bearing to Center being South 89°58'04" West); thence Northwesterly 39.20 feet along the arc of said curve through a central angle of 89°50'05" (Chord Bearing and Distance being North 44°56'58" West 35.30 feet); thence North 89°52'01" West 249.43 feet to the point of curvature of a 26.50-foot radius curve to the left; thence Southwesterly 41.70 feet along the arc of said curve through a central angle of 90°09'55" (Chord Bearing and Distance being South 45°03'02" West 37.53 feet); thence South 89°58'04" West 37.00 feet to a point on the arc of a 63.50-foot radius non-tangent curve to the right (Bearing to Center being North 89°58'04" East); thence Northeasterly 50.20 feet along the arc of said curve through a central angle of 45°17'29" (Chord Bearing and Distance being North 22°36'49" East 48.90 feet); thence North 89°52'01" West 168.65 feet to the West Quarter Corner of said Section 10; thence North 00°03'49" West 1329.50 feet along the West line of the Northeast Quarter of said Section 10; thence South 89°58'38" East

151.02 feet; thence North 00°04'30" West 43.44 feet; thence North 89°55'30" East 37.07 feet to a point on the arc of a 25.00-foot radius non-tangent curve to the left (Bearing to Center being North 89°58'38" East ; thence Southeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (Chord Bearing and Distance being South 44°58'38" East 35.36 feet); thence South 89°58'38" East 119.79 feet; thence North 00°03'11" West 628.05 feet; thence South 89°57'47" West 120.05 feet to the point of curvature of a 25.00-foot radius curve to the left; thence Southwesterly 39.29 feet along the arc of said curve through a central angle of 90°02'17" (Chord Bearing and Distance being South 44°56'39" West 35.37 feet); thence South 89°55'30" West 37.00 feet; thence North 00°04'30" West 43.58 feet; thence South 89°56'52" West 150.89 feet to a point on the West line of the Northeast Quarter of said Section 10; thence North 00°04'30" West 664.80 feet along said Section Line to the North Quarter Corner of said Section 10, said point being the Point of Beginning.

Less and Excepting the following:

Beginning at a point which lies North 89°54'45" East 333.24 feet along the North line of the Northeast Quarter of said Section 10, and South 24.00 feet from the North Quarter Corner of said Section 10; and running thence North 89°54'45" East 333.08 feet; thence South 00°02'33" East 621.89 feet; thence South 89°57'47" West 332.96 feet; thence North 00°03'11" West 621.60 feet to the Point of Beginning

Contains 2,232,569.82 Sq. Ft., 51.25 acres

Also less and excepting all of lot 48 of Valley View Estates Subdivisions Phase 4 as recorded and on file in the office of the Salt Lake County Recorder .

Now known as Valley View Estates Subdivision Phases 3, 4 and 5 as recorded and on file in the office of the Salt Lake County Recorder in Book 2007 Pages 102, 103 and 104 respectively.

Sidwell Nos. 32-10-200-001, 005, 007, 013, 020, 021, 024, 025, 031, 043, 054 and 055