

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
For WASATCH SHADOWS SUBDIVISION

Phase II (Lots 27 thru 52)
Morgan, Utah

Ent 102554 Bk 228 Pg 491
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BRENDA NELSON, Recorder
MORGAN COUNTY
For: RSM PROPERTIES LLC

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WASATCH SHADOWS SUBDIVISION, executed this the 6th day of April, 2006, by RSM PROPERTIES, a Utah LLC, referred to below as "Declarant".

1. All lots in the tract shall be known and described as residential lots for a detached single family dwelling not to exceed two stories in height and a private 2 or 3 car garage. All single family dwellings will have a common wall with the garage. No breezeways allowed.
2. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Morgan City.
3. The Architectural Control Committee is composed of G. Scott Mecham, Rodney L. Mecham, Dava Jensen, and Geary S Mecham. A majority of the Committee may designate a representative to act as the Committee successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a daily recorded written instrument to change the membership of the Committee or withdraw from the Committee or restore it to any of its powers and duties.
4. All plans and specifications must be approved by the Committee prior to starting construction. The committee has the right to deny any house plan it deems as inappropriate, for the style of the subdivision. Two complete sets of plans shall be submitted to the Committee before construction can commence. One signed set will be signed and returned to the contractor and one signed set will be retained in a permanent file by the developer.
5. All dwellings shall be set back at least 30 feet from property line to any side street line, not nearer than 10 feet to any side lot line and the total width of the two side yards shall be not less than 20 feet, and the rear yards shall not be less than 25 feet, except that homes located on corner lots shall be required to have a rear yard of not less than 20 feet. Theses set backs are minimum requirements only, lot buyers are to verify with Morgan

City. For the purpose of these covenants, eaves, steps and open porches shall not be considered as part of the building to determine setbacks. A detached garage or other permitted accessory building must be located 40 feet or more from the set back line, and shall have a minimum side yard of not less than 1 foot not to encroach on any easement.

6. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches and garages, to be less than 1400 square feet for one story dwelling. One-story dwellings will be required to have basements of the same square footage as the main level. A two-story dwelling must have 1800 square feet on the main and upper levels. A split entry, bi-level, or split level plan must have 1500 square feet on the main levels. In a multi-level home (i.e. three or four level split), the main levels above ground shall not be less than 1800 square feet. All dwellings must have a basement or crawl space. No slab on grade will be allowed. The construction materials for each home shall be of a quality equal to or superior to FHA or VA requirements.

7. **All buildings erected or placed on any lot shall meet these requirements. Front: brick, native stone, or stucco at least 50% of which must be brick or native stone. Sides: minimum of 36" brick or native stone wainscot. Stucco or siding above brick allowed (stucco preferred). Rear: brick, stucco, or siding will be allowed. Roofing materials shall be cedar shake, tile, or architectural grade asphalt shingles (25-year minimum.) All roofs shall have a minimum of 5/12 pitch.**

8. No building shall be erected or placed on any lot having an area of less than 10,000 square feet.

9. A single family dwelling must be built on any lot before any outbuildings may be constructed.

10. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles, which are unsightly on patios, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets of front and side lots unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours.

11. No structured of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at anytime as a residence, either temporarily or permanently. Exception: temporary construction office.

12. Such easement and rights of way shall be reserved to the undersigned, its successors and assigns, on and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poses, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as many are shown on the said map and

the undersigned, its successors, and assigns, shall have the right to so reserve any or all of the lots shown on said map. No structures of any kind shall be erected over any of such easements except upon written permission of the owner of the easement, their successors or assigns.

13. No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise during the construction and sale period.

14. No lot shall be used or maintained as dumping ground for rubbish. Trash and garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot, and its abutting street, is to be kept free from trash and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public, purchaser or contractor of lot shall be held responsible for damages caused by his or her contractor to any lots in this subdivision.

15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog, cat or other domesticated household pet may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animal or fowl may be kept on a lot which results in an annoyance or is obnoxious to residents in the vicinity.

16. No fence, wall, or other object of similar design may be constructed on any lot nearer the street line than the front house line, nor shall any fence, wall or other object of similar design be constructed on any lot to a height greater than 6 feet.

17. No fence, wall hedge or shrub planting which obstruct sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and lines connecting them at point 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection to the street lines extended. The same sight line limitations shall apply on any lot within 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 sufficient height to prevent obstruction of such sight lines.

18. No oil drilling, oil development operations, oil refining, quarrying or minimum operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. Within one year of occupancy of any home built on a lot in said subdivision, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to

be an eyesore. Within two years rear yard shall be planted in lawn or other acceptable landscaping so as not to be an eyesore. The majority of the then existing homeowners in the subdivision shall interpret "Acceptable landscaping" and "lawn".

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part. Enforcement shall be by persons violating or attempting to violate any covenants either to restrain him or them from doing, or to recover damages thereof, invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Enforcement shall be by homeowners who have purchased lots in said subdivision and built homes on them. The developer accepts no responsibility for enforcement and shall have no liability for persons violating these covenants.

Dated this 6 day of April, 2006

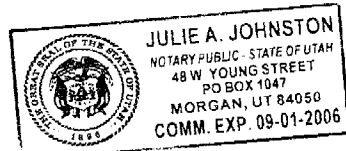
Rodney L. Mecham
Rodney L. Mecham - Managing Partner
RSM Properties LLC

State Of Utah
County Of Morgan

On this 6 day of April 2006 A.D., personally appeared before me Rodney L. Mecham who being by me duly sworn, did say, that he is the managing partner of RSM Properties LLC and that said document was signed by him in behalf of said LLC by Authority of its Bylaws, and said Rodney L. Mecham acknowledged to me that said LLC executed the same.

Julie A. Johnston
Notary Public

My Commission Expires: 9-1-06 Residing at: Morgan, UT



BOUNDARY DESCRIPTION, PHASE 2

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 35 AS MONUMENTED BY A REBAR AND CAP;

THENCE NORTH 89°58'50" EAST 2372.82 FEET;

THENCE NORTH 00°00'00" EAST 1202.25 FEET TO THE INTERSECTION OF YOUNG STREET AND 300 WEST STREET AS MONUMENTED BY A REBAR WITH A RING AND COVER;

THENCE SOUTH 66°40'00" WEST 771.36 FEET ALONG THE CENTERLINE OF SAID YOUNG STREET;

THENCE NORTH 23°20'00" WEST 718.61 FEET TO A REBAR AND CAP PLACED AT THE NORTHEAST CORNER OF MOUNTAIN SHADOWS SUBDIVISION, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 44°33'02" WEST 898.96 FEET ALONG THE NORTH LINE OF SAID MOUNTAIN SHADOWS SUBDIVISION TO A REBAR AND CAP;

THENCE NORTH 63°11'38" WEST 168.47 FEET TO A REBAR AND CAP;

THENCE SOUTH 13°50'32" WEST 1.80 FEET;

THENCE NORTH 76°09'28" WEST 60.00 FEET;

THENCE NORTH 54°00'00" WEST 192.67 FEET TO A REBAR AND CAP PLACED IN AN ANCIENT FENCE LINE;

THENCE NORTH 35°44'48" EAST 310.72 FEET ALONG SAID FENCE TO A REBAR AND CAP;

THENCE NORTH 35°56'46" EAST 441.32 FEET ALONG SAID FENCE TO A REBAR AND CAP;

THENCE NORTH 35°35'52" EAST 334.99 FEET ALONG SAID FENCE TO THE NORTHWEST CORNER OF WASATCH SHADOWS SUBDIVISION, PHASE 1;

THENCE SOUTH 54°00'00" EAST 182.38 FEET ALONG THE WESTERLY LINE OF SAID WASATCH SHADOWS SUBDIVISION, PHASE 1

THENCE NORTH 36°00'00" EAST 12.19 FEET ALONG SAID WESTERLY LINE;

THENCE SOUTH 45°13'00" EAST 105.18 FEET ALONG SAID WESTERLY LINE;

THENCE SOUTH 41°32'37" WEST 115.18 FEET ALONG SAID WESTERLY LINE;

THENCE SOUTH 45°13'00" EAST 157.54 FEET ALONG SAID WESTERLY LINE;

THENCE NORTH 44°47'00" EAST 55.15 FEET ALONG SAID WESTERLY LINE;

THENCE SOUTH 45°13'00" EAST 120.01 FEET ALONG SAID WESTERLY LINE TO THE NORTH LINE OF GOLDEN ACRES SUBDIVISION;

THENCE SOUTH 44°47'00" WEST 40.92 FEET ALONG SAID NORTH LINE OF GOLDEN ACRES SUBDIVISION TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 11.32 ACRES AND 26 LOTS.

THE BASIS OF BEARING IS THE CENTERLINE OF YOUNG STREET CALLED: SOUTH 66°40'00" WEST, AS MONUMENTED.