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Parsons Behle & Latimer
201 South Main Street, Suite 1800
Post Office Box 45898
Salt Lake City, Utah 84145-0898
Attn: Larry Stevens

ENTRY NO. 01028689

09/22/2015 09:04:18 AM B: 2315 P: 1258

Declaration PAGE 1/17

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 45.00 BY R & B STEVENS HOLDINGS LLC



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BAR FIVE S SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAR FIVE S SUBDIVISION (this "**Declaration**"), is entered into to be effective as of the Effective Date (defined below) by Lawrence E. Stevens, as trustee of the Lawrence E. Stevens Living Trust, Tracy Ann Stevens, as Trustee of the Tracy Ann Stevens Living Trust, Lawrence E. and Tracy Ann Stevens as Manager and Members of the Bar Five S, LLC ("**Larry and Tracy Stevens**"), Ronald V. Stevens, as trustee of the Ronald Victor Stevens Trust and Barbara R. Stevens, as trustee of the Barbara Reeves Stevens Trust ("**Ronald and Barbara Stevens**"). Larry and Tracy Stevens and Ronald and Barbara Stevens are referred to herein sometimes collectively as "**Declarant**" with reference to the following:

A. The Declarant owns that certain parcel of real property located in Summit County, Utah described as:

[Bar Five S Subdivision Amended according to the official plat thereof.]

B. Larry and Tracy Stevens own those certain parcels of real property located in Summit County, Utah described as:

[All of Lot 1 and all of Lot 3 of the Bar Five S Subdivision Amended according to the official plat thereof.]

C. Ronald and Barbara Stevens own those certain parcels of real property located in Summit County, Utah described as:

[All of Lot 2 and all of Lot 4 of the Bar Five S Subdivision Amended according to the official plat thereof.]

D. Declarant intends that this Declaration controls the development and use of the Lots and intends that the covenants, conditions and restrictions run to the benefit of the Lots (Defined Below).

FOR GOOD AND VALUABLE CONSIDERATION, Declarant hereby encumbers the Lots with this Declaration so that the Lots will be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to this Declaration, for the benefit of the Lots. The

covenants, conditions and restrictions in this Declaration are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots. This Declaration establishes specific standards and requirements that ensure that all improvements, including buildings, visible infrastructure, and landscape, and will blend harmoniously with the natural surroundings, and will minimize any obstruction to the view of the other Lots.

ARTICLE I DEVELOPMENT STANDARDS

1.1 **Introduction.** Each owner of a Lot (individually an “**Owner**” and collectively the “**Owners**”) hereby agrees to abide by the following development standards (“**Development Standards**”) in making any improvements to the Lots. The term “**Lots**” shall mean the four single family residential building lots shown on the Bar Five S Subdivision Amended Plat recorded with the Summit County Recorder’s Office on 4/12/2010, as Entry No. 895871 (the “**Plat**”).

1.2 **Building Pads.** Each Lot contains a designated “**Building Pad**” as shown on the attached engineered drawing of the lots which has NOT been recorded with the Summit County Recorder’s Office, but which is fully enforceable for purposes of this Declaration. Each Building Pad is intended to provide good vehicle access, views, and privacy, which keeps buildings unobtrusive. All buildings and improvements, including outbuildings, must be placed within the Building Pad (not including areas within the Building Pad that are otherwise restricted, as for excessive slope, or for natural drainage, or for legal easements). The Design Committee (defined in Section 2.1), at its sole discretion, may approve an alternate Building Pad if the Owner can demonstrate that the alternate Building Pad is buildable, accessible to vehicles, and that any improvements within the alternate are no more obtrusive than the original Building Pad.

1.3 **Exceptions to Building Pads.** The only development that is permitted to occur outside the Building Pad on a Lot are driveways of minimum length and width as needed for regular vehicular and fire and rescue vehicles to access the site; septic systems provided that the land is returned to original, documented grade and vegetation; and small, on-grade patios. All of the foregoing must be pre-approved by the Design Committee.

1.4 **Landscape Preservation, Landscape Design Standards, and Planting Zones.**

(a) **Outside of Building Pad.** One of the purposes of the Building Pad restriction is to preserve in its original form (to the maximum extent possible) all native vegetation and landscape of the Lots, outside the Building Pads.

(b) **Plantings within the Building Pads.** Owners may choose how to plant within the Building Pad. Owners are encouraged to use native plants, especially of the kinds that grow naturally on the area. The Design Committee may provide Owners with a list of permitted native trees and plants.

(c) **Fruit and Vegetable Gardens.** The Design Committee encourages fruit and vegetable growing and, in some cases, subject to water availability may approve vegetable-garden and orchard areas outside of the Building Pad.

(d) **Square Footage.** The house on each Lot may only cover an area of no more than 5,000 square feet, as measured to the outer face of its exterior walls. A garage, covering an area of no more 1000 square feet, may be attached to the house or may be detached, in which case the detached garage will count as one of the two permitted outbuildings.

(e) **Height and Roof.** A house may not exceed 20 feet in height, as measured from any point on the house to a point directly below that point on pre-existing, documented natural grade. A house must have a roof pitch of between 4.12 and 12.12 over the entire structure. "Flat" roofs, areas of membrane roofing, and parapet walls will not be permitted.

(f) **Building Materials.** Houses and outbuildings may only be clad in the following materials: natural, unpainted wood or stained wood, native stone or approved equivalent, stucco, brick, naturally oxidized steel or copper. Samples of all proposed exterior materials must be submitted to the Design Committee for approval. Under no circumstances may the following be used: painted wood, vinyl, hardboard, cementitious, or aluminum siding; materials with bright or reflective surfaces, EIFS, artificial stone substitutes, concrete block, slump block, glass block, galvanized steel; or other materials the Design Committee considers incompatible with the natural setting. Exposed concrete foundation walls up to four feet in height are permitted. Approved roofing materials include wood-shingle, rusted steel, and copper. Asphalt shingles may be used only with the approval of the Design Committee.

(g) **Colors.** Colors of exterior materials must blend into the natural setting. Browns, gray-greens, gray-browns, off-white, and buff are the colors of the surrounding environment in Summit County and are therefore encouraged. Owners are encouraged to take guidance from the site itself and to avoid strong, saturated, contrasting colors and to promote construction that blends subtly and harmoniously with the natural setting, so that Owners' buildings will not detract from the view of the surroundings.

(h) **Outbuildings.** The combined footprint of the outbuildings, as measured to the outer face of their walls, must collectively not exceed 1500 square feet. The larger of the outbuildings may be up to 30 feet tall as measured from any point on the building to a point directly below that point on pre-existing, documented natural grade. The smaller outbuilding may be up to 20 feet tall as measured from any point on the building to a point directly below that point on pre-existing, documented natural grade.

(i) **Lighting.** The lots are intended to be a "dark-sky" development. One nighttime light is permitted at each exterior door of the house and each outbuilding. Enclosed downward directed shades or sconces are required. Harsh light sources such as from fluorescent tubes, sodium lamps, halogen lamps, and metal halide lamps, are not permitted. No landscape lighting, floodlighting, sports-court lighting, or other similar outside lighting is permitted on any Lot unless approved by the Design Committee.

(j) **Rock and Stone.** All rock and gravel must be native to the Lot, or must match the colors and textures of the local landscape. Non-native stone is not permitted without the approval of the Design Committee.

(k) **Fences.** Perimeter fencing is not permitted on any lot without express written approval of the adjoining landowner/s. Limited interior fencing is permitted, subject to advance approval by the Design Committee.

1.5 **Building Criteria.** Only one single-family house and up to two (2) outbuildings are permitted on each Lot and only within the Building Pad. The plans for the development of any improvements on a Building Pad, including design, building materials, colors, square footage, height & Roof, outbuildings, lighting, fencing and planting must be approved by the Design Committee prior to construction or installation.

1.6 **Maintenance Standards.** To maintain the natural beauty and peacefulness of the Lots, the Design Committee may adopt and enforce maintenance standards to address unsightly conditions, noise, offensive odors, excessive lighting, storage of machinery and equipment, recreational vehicles and trailers, storage piles, except firewood piles, buildings materials and storage of off season furniture.

ARTICLE II DESIGN COMMITTEE

2.1 **Introduction.** The Development Standards are designed to allow the Lots to be developed compatible with the landscape and the improvements on Lots must be subtly and unobtrusively congruent with the existing natural setting, and must strive, in all possible ways, to preserve the beauty of the landscape. The placement, massing, dimensions, materials, colors, and public aspects of all improvements will be guided, but still allow for diversity in style and vitality in design. To accomplish this goal, Declarant establishes a design and architectural review committee ("**Design Committee**"), which is empowered to oversee and enforce the Development Standards.

2.2 **Design Committee.** The Design Committee will consist of five (5) members appointed by Declarant who do not need to be Owners. The initial design committee will consist of Lawrence E. Stevens and Tracy Ann Stevens, Ronald V. Stevens and Barbara L. Stevens and a non-owner to be determined by the Declarant. The Design Committee will designate, by vote of the Design Committee, if necessary, two members of the Design Committee to sit for a three (3) year term, two members of the Design Committee to sit for a two (2) year term, and one member of the Design Committee to sit for a one (1) year term. Thereafter, members of the Design Committee will be elected annually and will sit for a term of three years. A member of the Design Committee elected by the Owners may resign by providing written notice to all of the other Owners. Upon the resignation of a member of the Design Committee, the Owners will promptly elect a replacement member of the Design Committee to serve the remainder of the term of the resigning member.

2.3 **Limitations on Review.** The Design Committee's review is limited to those matters expressly described in the Declaration. The Design Committee shall have no authority

over, or responsibility for, the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the parcels and shall have no liability to any Owner whose plans were approved in a manner that included such violation. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable codes must be reviewed and approved by the Design Committee prior to construction.

2.4 Approval by Design Committee. No improvements of any kind are permitted to be constructed, installed, maintained or allowed without the prior written approval of the Design Committee. No excavation, grading, filling, draining, landscaping, or installation or removal of vegetation will be made without the prior written approval of the Design Committee. Approval of the Design Committee will be sought in the following manner:

(a) **Plans Submitted.** Plans for the construction of any house or outbuilding will be submitted to the Design Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plans must be in sufficient detail to show the location on the Lot of the exterior walls of the buildings and all other improvements to be built on the Lot; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification to existing improvements, the Design Committee may waive any of the foregoing requirements, if it determines that the modification is minor.

(b) **Approval to Proceed.** The Design Committee will issue a Certificate of Approval to the Owner should the plans be approved. Approval by the Design Committee does not assure approval by any governmental agency.

2.5 Variances. The Design Committee may grant variances to the Development Standards, or modifications to the size, shape, and location of the Building Pads on any Lot, when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. However, no variances will be allowed without written approval by all members of the Design committee.

2.6 General Design Review. The Design Committee will use commercially reasonable efforts to provide a consistent application of the Development Standards, and to adopt, and enforce maintenance standards, which are, of necessity, established in this Declaration in a general nature.

**ARTICLE III
RESTRICTIONS ON USE**

3.1 Illegal Activity, Nuisance.

(a) Nothing may be done or kept in 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.

(b) No noxious, destructive or offensive activity may be carried on in any Lot or any part thereof, nor will anything be done therein which may be or may become an annoyance or nuisance to any other Owner.

3.2 Structural Alterations. No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Lots or the improvements located thereon will be made without the prior approval of the Design Committee. No building, fence, wall, or other structure may be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Design Committee.

3.3 Window Coverings. The Design Committee may require that certain colors and types of window covering be used. Under no circumstances will any cardboard or tinfoil be used as window coverings. Additionally, no stickers or non-holiday decorations will be permitted in windows.

3.4 Aerials, Antennas and Satellite Dishes. It is the intent that this policy not be inconsistent, incongruent or in conflict with applicable local, state and federal legislation. Aerials, antennas and satellite dishes will be prohibited, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement (hereafter referred to as "**Permitted Devices**") will be subject to the following:

(a) located in the attic, garage, or other interior spaces of the dwelling, so as not to be visible from the outside; and

(b) attached to or mounted behind the area appurtenant to the dwelling on the rear wall of the dwelling so as to extend no higher than the plane commencing the next story of the building or the eaves of the building at a point directly above the position where attached or mounted to the wall.

Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained. The Design Committee may adopt rules establishing a preferred hierarchy of alternative locations and require

screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device.

Timeshares. Timeshares and time-sharing of Lots is prohibited, and under no circumstances will any condominium be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(17), as amended.

3.5 Utility Service. All lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television and radio signals, must be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by local utilities.

3.6 Temporary Structures, etc. No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding will be used on any Lot at any time as a residence either temporarily or permanently. **Repair of Buildings.** No improvement upon any Lot will be permitted to fall into disrepair, and each such improvement will be at all times be kept in good condition and repair and adequately painted or otherwise finished.

3.7 Subdivision of Lots. No Lot will be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, will be conveyed or transferred by any Owner without the prior written approval of the Design Committee. No Lot may be converted into a condominium or cooperative or other similar type of entity. No further covenants, conditions restrictions or easements will be recorded against any Lot without the written consent of the Design Committee being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions will be null and void. No applications for rezoning, variances, or use permits will be filed without the written approval of the Design Committee and then only if such proposed use in compliance with this Declaration.

3.8 Drilling Operations. No oil drilling oil development operations, oil refining, quarrying or mining operations of any kind will be permitted upon any Lot nor will oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in drilling for oil or natural gas or water will be erected, maintained or permitted upon any Lot.

3.9 No Tanks. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

3.10 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). No Owner will occupy a Lot in a manner that is in violation of any State or Federal environmental protection law or regulation concerning the storage, disposal, or use of toxic or hazardous materials.

3.11 **No Open Burning.** The open burning of yard trimmings, construction waste, or other materials on the Lot is prohibited unless approved by local fire district authorities.

3.12 **No Unsightliness.** No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public or private street.

3.13 **Rubbish and Unsightly Debris, Garbage.** Notwithstanding any other provision in this Declaration, no Owner will allow his or her Lot to become so physically encumbered with rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Design Committee.

3.14 **Clothes Drying Facilities.** Outside clotheslines or other outside facilities for drying or airing clothes will not be erected, placed or maintained on any Property.

ARTICLE IV Grant of Easements

4.1 Grant of Easements.

(a) Lawrence E. Stevens and Tracy Ann Stevens hereby declares and creates a non-exclusive, perpetual easement of 24 feet in width at the location designated on the Plat (labeled as "Road No. 1" on the Plat) for (i) a private access road for pedestrian and vehicular ingress and egress, upon, over and across Lot 3 for the benefit of Lot 1 (the "Lot 1 Easement") for use by the Owner of Lot 1 and such Owner's tenants, employees, customers, guests, invitees and licensees, and (ii) constructing, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes to provide utility services to Lot 1. The Owner of Lot 1 shall, at such Owner's sole cost and expense, maintain the Lot 1 Easement in good condition and repair and be responsible for the installation, repair and replacement of all improvements thereto. The Owner of Lot 1 hereby agrees to indemnify, defend and hold harmless the Owner of Lot 3 from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from the negligent or willful act or omission of the Owner of Lot 1, its tenants, subtenants, agents, contractors or employees, or arising out of the installation, use, maintenance, repair or replacement of the Lot 1 Easement, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(b) Ronald Victor and Barbara Lynn Stevens hereby declare and create a non-exclusive, perpetual easement of 24 feet in width at the location designated on the Plat (labeled

as "Road No. 2" on the Plat) for (i) a private access road for pedestrian and vehicular ingress and egress, upon, over and across Lot 4 for the benefit of Lot 2 (the "Lot 2 Easement") for use by the Owner of Lot 2 and such Owner's tenants, employees, customers, guests, invitees and licensees, and (ii) constructing, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes to provide utility services to Lot 2. The Owner of Lot 2 shall, at such Owner's sole cost and expense, maintain the Lot 2 Easement in good condition and repair and be responsible for the installation, repair and replacement of all improvements thereto. The Owner of Lot 2 hereby agrees to indemnify, defend and hold harmless the Owner of Lot 4 from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from the negligent or willful act or omission of the Owner of Lot 2, its tenants, subtenants, agents, contractors or employees, or arising out of the installation, use, maintenance, repair or replacement of the Lot 2 Easement, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

4.2 **No Obstruction.** Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the Easements shall be constructed or erected. No Owner shall obstruct or interfere with the use of the Easements. No storage of equipment or materials or parking of vehicles shall be permitted on the Easements. The Lot 1 Easement and the Lot 2 Easement shall be referred to herein collectively as the "Easements."

4.3 **Inseparability.** Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration including, without limitation, the Easements. No Owner may bring any action for partition thereof.

ARTICLE V COMPLIANCE AND ENFORCEMENT

5.0 **Compliance.** Each Owner of a Lot will comply with the provisions of this Declaration, any rules and regulations adopted by the Design Committee and any applicable statute. Failure to comply therewith will be grounds for an action or suit maintainable by an aggrieved Owner. A violation of Summit County's land use and zoning ordinances is deemed to be a violation of this Declaration.

5.1 **Remedies.** Violation of any provisions of the Declaration, or of any decision of the Design Committee made pursuant to the Declaration, will give the Design Committee acting on behalf of the Owners, the right, in addition to any other rights under law, to do, any or all of the following after giving notice and an opportunity to be heard:

(a) To enter the Lot on which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Design Committee will not be deemed guilty of any manner of trespass, provided that judicial proceedings will be instituted before any items of construction may be altered or demolished. Costs and attorneys' fees will be charged to the defaulting Owner;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Design Committee;

(d) Bring suit or action against the Owner on behalf of the other Owners to enforce this Declaration and any rules or regulations adopted pursuant to the Declaration. Costs and attorneys' fees will be charged to the defaulting Owner.

5.2 **Action by Owners.** Subject to any limitation imposed under the Declaration or Utah law, an aggrieved Owner may bring an action against such other Owner to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

5.3 **Injunctive Relief.** Nothing in this Section will prevent an Owner, the Design Committee, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

5.4 **Hearing.** The Design Committee will promulgate procedures for hearings. When a hearing is requested or required, the hearing will be conducted in accordance with such resolution on hearings.

5.5 **Enforcement.** This Declaration may be enforced as follows:

(a) **No Limitation.** Nothing in this Declaration will be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

(b) **Cumulative.** The remedies available under this Declaration are not to be considered as exclusive, but rather as cumulative.

(c) **No Waiver.** The failure to take enforcement action will not be construed as a waiver of any provisions contained in this Declaration in the future or against other similar violations.

ARTICLE VI GENERAL PROVISIONS

6.1 **Binding Effect.** The covenants, conditions and restrictions in this Declaration run with the title of the land, and are binding upon the all Owners of the Lots, their successors,

assigns, lien holders, and any other person holding any interest in the Lots, and inure to the benefit of the Lots and may be enforced by Declarant as well as its successors in interest, and by any Owner.

6.2 **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

6.3 **Severability.** Each of the provisions contained in this Declaration will be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants will remain in full force and effect.

6.4 **No Public Dedication.** Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

6.5 **Limited Liability.** Neither Declarant, the Design Committee nor its individual members, nor any Owner will have personal liability to any other Owner for actions or inactions taken under this Declaration, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority and without malice.

6.6 **Amendment, Mortgagee Not Bound.** At any time while this Declaration is in effect, the Owners of 75% of the Lots subject to this Declaration may amend the provisions of this Declaration, provided that if Declarant owns or controls an interest in all or a portion of a Lot at the time of the proposed Amendment, the consent of Declarant will be required. Any such consent will be in the exclusive judgment of Declarant, as applicable. Any Amendment must be in writing and be recorded in the office of the Summit County Recorder. No Amendment will be binding upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the Amendment. This Declaration may not be repealed by amendment.

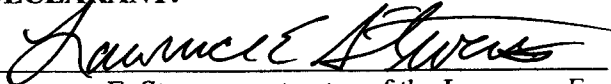
6.7 **Effective Date.** This Declaration shall be effective as of the date of recorded in the office of the Summit County Recorder (the "**Effective Date**").

6.8 **Notices.** Any notice permitted or required to be delivered as provided in this Declaration must be delivered personally, by mail or by overnight courier that keeps receipts. If delivery is made by mail, it will be deemed to have been delivered 72 hours after being deposited in the United States mail, postage prepaid, addressed to such person at the address given by that person or to the address of the Lot of that Owner, if no address has been given. If delivery is made by overnight courier, it will be deemed to have been delivered 24 hours after being deposited with the courier service, prepaid, and addressed to such person at the address given by that person or to the address of the Lot of that Owner, if no address has been given. Notice to the Design Committee will also be delivered or mailed to Declarant or such other address as the Design Committee may designate.

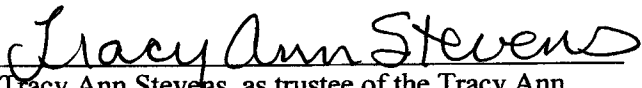
Executed on the dates below written to be effective as of the Effective Date.

Date: 9/14, 2015

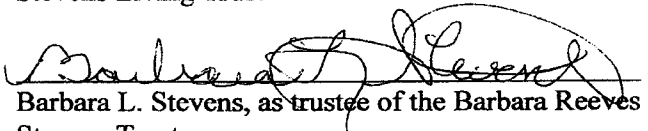
DECLARANT:


Lawrence E. Stevens, as trustee of the Lawrence E. Stevens Living Trust and Manager of Bar Five S, LLC

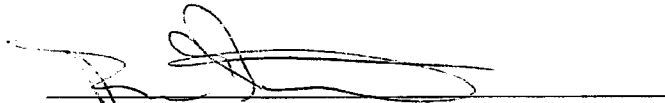
Date: 9/14, 2015


Tracy Ann Stevens, as trustee of the Tracy Ann Stevens Living Trust

Date: 9/11, 2015


Barbara L. Stevens, as trustee of the Barbara Reeves Stevens Trust

Date: 9/11, 2015

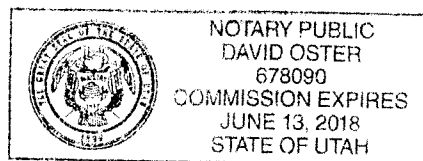

Ronald V. Stevens, as trustee of the Ronald Victor Stevens Trust

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

The foregoing instrument was acknowledged before me on the 14th day of September, 2015, by

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, UT

My Commission Expires:
6/13/2018

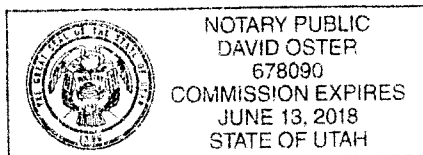


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 14th day of September, 2015, by Lawrence E. Stevens, as trustee of the Lawrence E. Stevens Living Trust and Manager of Bar Five S, LLC.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, UT

My Commission Expires:
6/13/2018



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

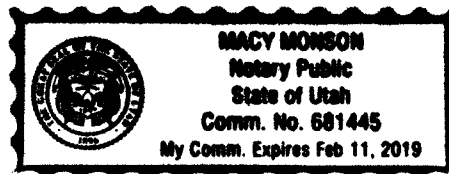
The foregoing instrument was acknowledged before me on the 11th day of SEPTEMBER, 2015, by Ronald V. Stevens, as trustee of the Ronald Victor Stevens Trust.

Macy Monson

NOTARY PUBLIC
Residing at: SALT LAKE

My Commission Expires:

2/11/19



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

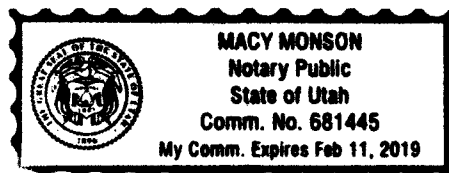
The foregoing instrument was acknowledged before me on the 11th day of SEPTEMBER, 2015, by Barbara L. Stevens, as trustee of the Barbara Reeves Stevens Trust.

Macy Monson

NOTARY PUBLIC
Residing at: SALT LAKE

My Commission Expires:

2/11/19

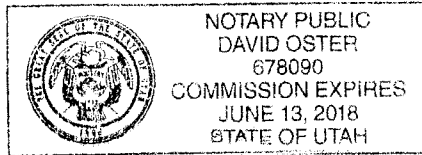


STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on the 14th day of September, 2015, by Tracy Ann Stevens as trustee of the Tracy Ann Stevens Living Trust.

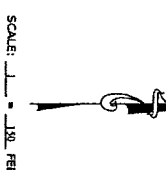
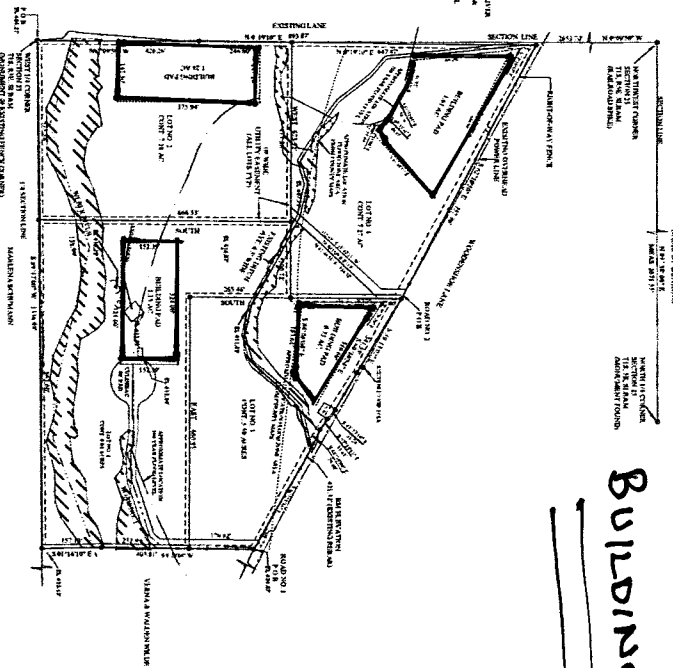
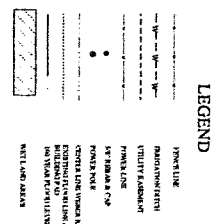
David Oster
NOTARY PUBLIC
Residing at: Salt Lake City, UT

My Commission Expires:
6/13/2018



BAR FIVE S SUBDIVISION AMENDED

Building Pads



NOTES

1. ALL LOTS WITHIN THE PROPOSED SUBDIVISION ARE INDEVELOPABLE. ANY FURTHER IMPROVEMENTS TO ANY OF THE LOTS MUST BE IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF SUMMIT.
2. LOTS NUMBER 1 TO 10 HAVE BEEN CREATED THROUGH THE SIMON SUBDIVISION THROUGH THE SUBDIVISION OF PROPERTY BETWEEN PROJECTS.
3. THE OWNER OF PROPERTY WITHIN THE EASTERN SUMMIT COUNTY RECORDABLE TRACT 111652 (RECORDED WITH DEED 201201171) HAS AGREED TO CONVEY TO THE CITY OF SUMMIT THE RIGHTS OF THE PROPERTY TO BE USED AS A PUBLIC TRAIL AND TO MAINTAIN THE TRAIL AS A PUBLIC TRAIL. THE PROPERTY IS LOCATED ON THE TRAIL AND HAS BEEN DESIGNATED AS SUCH BY THE CITY OF SUMMIT. THE CITY OF SUMMIT HAS AGREED TO MAINTAIN THE TRAIL AS A PUBLIC TRAIL.
4. THE PROPOSED SUBDIVISION IS SUBJECT TO THE CITY OF SUMMIT'S ZONING ORDINANCES AND ANY OTHER APPLICABLE ORDINANCES.
5. THE CITY OF SUMMIT HAS APPROVED THE SITE PLAN FOR THE PROPOSED SUBDIVISION.
6. THE CITY OF SUMMIT HAS APPROVED THE BUILDING PADS FOR THE PROPOSED SUBDIVISION.
7. THE CITY OF SUMMIT HAS APPROVED THE AMENDED SUBDIVISION PLAN.
8. THE CITY OF SUMMIT HAS APPROVED THE SUBDIVISION MAP.
9. THE CITY OF SUMMIT HAS APPROVED THE SUBDIVISION RECORD.
10. THE CITY OF SUMMIT HAS APPROVED THE SUBDIVISION RECORD.

SURVEYORS CERTIFICATE

I, _____, a duly licensed Professional Land Surveyor and duly licensed member of the Utah State Board of Professional Land Surveyors, have surveyed and located the boundaries of the Bar Five S Subdivision as shown on the attached map. The map is a true and correct representation of the land as surveyed and located by me. The map is a true and correct representation of the land as surveyed and located by me. The map is a true and correct representation of the land as surveyed and located by me.

BOUNDARY DESCRIPTION

The boundaries of the Bar Five S Subdivision are as follows: _____

OWNERS DEDICATION

I, _____, the owner of the above described land, do hereby dedicate the land to the public for use as a public trail. The dedication is subject to the approval of the City of Summit.

ACKNOWLEDGEMENT

I, _____, the owner of the above described land, do hereby acknowledge the dedication of the land to the public for use as a public trail. The dedication is subject to the approval of the City of Summit.

CONSENT TO RECORD

I, _____, the owner of the above described land, do hereby consent to the recording of the subdivision map and record. The recording is subject to the approval of the City of Summit.

<p>SUMMIT COUNTY ENVIRONMENTAL HEALTH</p> <p>Approved and Accepted this _____ day of _____, 20____</p> <p>DEPARTMENT OF ENVIRONMENTAL HEALTH</p> <p>BY: _____</p>	<p>UTAH POWER & LIGHT</p> <p>Approved and Accepted this _____ day of _____, 20____</p> <p>BY: _____</p>	<p>SOUTH SUMMIT FIRE DISTRICT</p> <p>Approved and Accepted this _____ day of _____, 20____</p> <p>BY: _____</p>	<p>COUNTY PLANNING COMMISSION</p> <p>Approved and accepted by the Summit County Planning Commission this _____ day of _____, 20____</p> <p>Date: _____</p> <p>COUNTY ENGINEER</p> <p>CHAIR</p>	<p>APPROVAL AND ACCEPTANCE</p> <p>All lots within this subdivision must meet all building permit requirements at the time of building permit issuance.</p> <p>On behalf of the Summit County Council this _____ day of _____, 20____</p> <p>at which time this subdivision was approved and accepted.</p> <p>County Clerk: _____</p> <p>Summit County Development Director: _____</p>	<p>APPROVAL AS TO FORM</p> <p>Approved as to form this _____ day of _____, 20____</p> <p>COUNTY ATTORNEY</p> <p>BY: _____</p>					
<p>WILSON LAND SURVEYING INC.</p> <p>1290 S. HOYTVILLE ROAD</p> <p>HOYTVILLE, UT 84017</p> <p>(435) 336-4210</p> <p>PREPARED BY:</p>		<p>COUNTY ENGINEER</p>		<p>COUNTY PLANNING COMMISSION</p>		<p>APPROVAL AND ACCEPTANCE</p>		<p>APPROVAL AS TO FORM</p>		<p>COUNTY RECORDER</p> <p>STATE OF UTAH</p> <p>Recorded and filed at the request of _____</p> <p>Date: _____</p> <p>Fee: _____</p> <p>COUNTY RECORDER</p>

0475302 BFS-1-AM
STEVENS LAWRENCE E TRUSTE
4405 WOODEN SHOE LANE
PEOA, UT 84061

0475319 BFS-2-AM
STEVENS RONALD V TRUSTEE
2938 SIERRA PT PL
SALT LAKE CITY, UT 84109

0475326 BFS-3-AM
BAR FIVE S LLC
4405 WOODEN SHOE LN
PEOA, UT 84061

0475333 BFS-4-AM
STEVENS RONALD V TRUSTEE
2938 SIERRA POINT PL
SALT LAKE CITY, UT 84109