

AFTER RECORDING RETURN TO:
Sutherland Title Company
920 E. Wood Oak Lane, Ste. 100
Salt Lake City, UT 84117

**AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 AND RESERVATION OF EASEMENTS
 OF
 GRANITE OAKS SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION made and executed this 24th day of March, 2008, by L.C. Canyon Partners, LLC, a Utah Limited Liability Company, (hereinafter "Declarant").

RECITALS:

A. Declarant is the record owner of a certain tract of property located in Salt Lake County, Utah, more particularly described in Article II of this Declaration.

B. A Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated March 31, 2006, was recorded by Declarant on May 16, 2006, as Entry No. 9725627 in Book 9295 at Pages 1095 -1123 (the "Original Declaration"). Declarant hereto wishes to amend and entirely restate the Original Declaration, as provided herein.

C. The Granite Oaks Subdivision is a gated high end subdivision, designed to be developed with high quality, attractive homes. Declarant desires to provide for the preservation of the values and amenities of the subdivision and for the maintenance and beautification of the streets and other common areas and facilities which serve the subdivision. To this end, and for the benefit of the Property and of the owners thereof, Declarant desires to subject the property described in Article II of this Declaration and the various Lots contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

D. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to take title to and maintain and improve the roads servicing the subdivision, and to collect and disperse the assessments and charges hereinafter provided for, and to otherwise administer and enforce the provisions of this Declaration. For this purpose Declarant has caused to be incorporated under the laws of the State of Utah a nonprofit corporation known or to be known as THE GRANITE OAKS HOMEOWNERS' ASSOCIATION, by the filing of Articles of Incorporation on January 10, 2007.

10384440
 3/27/2008 3:18:00 PM \$75.00
 Book - 9587 Pg - 1230-1261
 Gary W. Ott
 Recorder, Salt Lake County, UT
 SUTHERLAND TITLE
 BY: eCASH, DEPUTY - EF 32 P.

1

SUT 15880

BK 9587 PG 1230

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of the property described in Article II hereof shall be held, transferred, sold, conveyed, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

1.1. Association shall mean and refer to The Granite Oaks Homeowners' Association, a Utah nonprofit corporation, its successors and assigns.

1.2. Board shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.3. Streets or Roads shall mean and refer to that part of the Property which is not included with the individual Lots and which is owned by the Association and which was reserved by the declarant of the Plat for the common use by the owners for ingress and egress into the subdivision, for pedestrian and vehicular traffic thereto including but not limited to private utility lines and personal property owned by the Association when the context so requires.

1.4. Declaration shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements.

1.5. Development shall at any point in time mean, refer to, and consist of the Granite Oaks Subdivision, its successors and assigns.

1.6. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot which are used in connection with such residence.

1.7. Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners; and (b) which is intended to be used as the site of a single Living Unit.

1.8. Member shall mean and refer to every person who holds a membership in the Association.

1.9. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.10. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.11. 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), whether one or more persons, of a fee simple title or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall 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.

1.12. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Salt Lake County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of the Declaration constitutes the Parcel.

1.13. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah. An Amended Subdivision Plat of Granite Oaks Subdivision was executed, acknowledged and recorded by Declarant on December 11, 2006, as Document No. 9935501 in Book 20061 at Page 364, combining Lots 10, 11, 12, 13, 14, 15, 17 and 18 into one Lot, which is designated as "Lot 39." Said amended subdivision plat constitutes a Plat.

1.14. Property shall mean and refer to the entire residential development known as Granite Oaks Subdivision, which is created and covered by a Plat.

1.15. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

II. PROPERTY DESCRIPTION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration shall consist of the real property situated in Salt Lake County, State of Utah known as the Granite Oaks Subdivision and more particularly described on Exhibit "A" attached hereto

III. MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every person who is a record owner shall be a member of the Association. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. Declarant shall have the sole and exclusive right to cast all votes on behalf of the association until such time as the Declarant shall have (a) completed all of the improvements on the roads servicing the subdivision and sold all of the Lots within the subdivision, or (b) at the expiration of five (5) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County, Utah, whichever occurs first. Subsequent to the time as the first of the foregoing conditions have been met each member of the Association shall then be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held; provided, however, that the owner of Lot 39 shall have four (4) votes. The voting rights in connections with any Lot, which is delinquent in the payment of dues or assessments, will be suspended until such time as the delinquency is cured.

3.3. Multiple Lot Ownership Interests. In the event there is more than one owner of a particular Lot, the vote relating to such Lot shall be exercised as such owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4. Record of Ownership. Every owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each owner shall file a copy of such conveyance document (of contract) with the secretary of the Association with a transfer fee of \$25.00, who shall maintain a record of ownership of the Lots. Any owner who mortgages his Lot or any interest therein by a mortgage herein shall

notify the secretary of the Association of the name and address of the mortgagee and also of the release of such mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an owner specified herein which is not furnished by such owner shall nevertheless be at the expense of such owner, and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.5.

IV. PROPERTY RIGHTS TO THE STREET

4.1. Easement of Enjoyment. Each member shall have a right and easement of use and enjoyment in and to the private street servicing the subdivision. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such member's Lot.

4.2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ contained in the Granite Oaks Subdivision as the same is identified in the plat recorded in Book No. _____ at Page _____, and in the "Declaration of Covenants, Conditions and Restrictions of Granite Oaks Subdivision" as recorded in Book No. _____ at Page _____, of the official records of the Salt Lake County Recorder. TOGETHER WITH a right and easement of use and enjoyment in and to that private street described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the subdivision map in the official record of the Salt Lake County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, 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.

4.3. Transfer of Title. Declarant agrees to convey to the Association title to the street servicing the subdivision clear of all liens (other than liens of current general taxes and the liens of any assessment, charges, or taxes imposed by governmental or quasi-governmental authorities), as the improvements on the roadway become substantially completed, subject to the easements and other rights retained by Declarant hereunder including, without limitation, easements granted by

Declarant for the benefit of adjacent properties pursuant to Section 11.4.

4.4. Limitation on Easement. A member's right and easement of use of the private streets shall be subject to the following:

(a) The right of the Architectural Control Committee to approve and designate the point of access from a Lot to the private street in accordance with the requirements of Articles VIII.

(b) The right of the County of Salt Lake and other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across the street servicing the subdivision for the purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal services; and

(c) The right of the Association to dedicate or transfer all or any part of the private street servicing the subdivision and any sewer, water, or storm drain trunk lines to any public agency or authority for such purposes and subject to any conditions as may be agreed upon by the Association. Any such dedication or transfer must, however, be asserted to by (i) all the holders of first mortgages secured by Lots and (ii) by two-thirds (2/3) of the vote of the membership, which members are present in person or by proxy are entitled to cast a ballot at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

V. Assessments

5.1. Personal Obligation and Lien. Each owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the annual and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the owner of such Lot at the time the assessment falls due. No owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the use of the street servicing the subdivision, or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid as-

assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantees right to recover from the grantor the amounts paid by the grantee therefore. The personal obligation shall not pass to and successor in title unless expressly assumed by them. No membership may be transferred to a subsequent Lot owner until all due interest and penalty charges have been paid in full.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used for the purpose of providing access over the streets servicing the subdivision, including but not limited to the maintenance of said street, snow removal, sweeping, sealing, and maintaining the appearance and aesthetics of the development. The use made by the Association of funds obtained from assessments shall include, but is not limited to, payment of the cost of taxes and insurance on the streets servicing the subdivision or any of the entries, exits, gates, water features, and other amenities and landscape constructed or made a part thereof; maintenance, repair, and improvement of the streets; establishing and funding a reserve to cover major repairs or replacement of the improvements on the streets servicing the subdivision or other expected expenses; repair and maintenance of entry and exit gates; landscaping and maintenance of entry and exit areas; operation and payroll expenses associated with the entry and exit points; street sweeping, spring cleanup, trash removal, maintenance of all exterior walls and fences, fences required by Salt Lake County officials on the bench properties, maintenance of the flood control features of the subdivision including the swales that parallel the interior streets and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration of its Articles of Incorporation.

5.3. Maximum Assessment. As of January 1, 2008, each Lot shall be subject to an annual assessment of not more than \$2,500 (\$10,000.00 for Lot 39). Until such time as (a) the roads servicing the subdivision shall have been completed and the Lots contained in the subdivision shall have been sold by declarant or (b) a period of five (5) years shall have elapsed after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County Utah, Declarant shall have the power to increase or decrease the maximum annual assessment, provided, that any such increase shall not be greater than the total of the actual cost expended in the prior year for maintaining the streets servicing the subdivision plus twenty percent (20%). Subsequent to the time that the first of the foregoing conditions have been met the annual assessment may be increased or decreased so long as the change is assented to by not less than a majority of the numbers present in person or represented by proxy at a

meeting duly called for such purpose written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) days but not more than thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and in its discretion set the amount of the annual assessment at any sum not in excess of the then applicable maximum amount.

5.4. Special Assessment. From and after January 1, 2008, and subsequent to the completion of the streets servicing the subdivision and the sale of all of the Lots in the subdivision by Declarant, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expenses or expenses not reasonably capable of being paid from the funds generated by annual assessments; or (b) the cost of any construction, reconstruction, upgrade, or unexpectedly required repair or replacement in connection with the streets servicing the subdivision or performing any other function to the benefit of the homeowners made the responsibility of the Association herein. Any such special assessment must be assented to by not less than a majority of the members other than the Declarant present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten days (10) not more than thirty (30) prior to the meeting date.

5.5. Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate for all Lots, provided that until such date as Declarant closes the sale of a Lot, the annual assessments attributed to such a Lot shall be one-half (1/2) the regular annual assessment. In addition, assessments for Lot 39 shall be at a rate equal to four (4) times the rate for other Lots, unless the Board of Directors determines that a higher or lower rate will more equitably account for the use of common areas and facilities by the owners of Lot 39, taking into account such factors, among others, as lot size, frontage on common roadways, number of residences and special uses of Lot 39. Such determinations shall be made by the Board of Directors in a fair and equitable manner. Written notice of any increased assessments shall be given to the owner of Lot 39 at least thirty (30) days prior to the effective date of such increase.

5.6. Annual Assessment Due Date. The annual assessments provided for hereunder shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is made by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy, or the date the owner actually takes possession of the Lot, which ever occurs first. Annual assessments shall be paid in advance. The first

annual assessment shall be adjusted and prorated according to the number of days remaining in the year of conveyance, contract, or occupancy as the case may be. Annual assessments subsequent to the first annual assessment (provided that conveyance, the contract or occupancy did not commence on January 1st) shall be due on January 1st of each and every year. At least fifteen (15) days prior to the effective date of any change in the amount of the annual assessment, the Association or the Declarant, as the case may be, shall give each owner written notice of the amount and the first due date of the assessment concerned.

5.7. Certificate Regarding Payment. Upon the request of any owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current, and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.8. Effect of Nonpayment, Remedies. Any assessment not paid within fifteen (15) days after the aforementioned due date shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action either against the owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.9. Tax Collection by County Authorized. It is recognized that under this Declaration of Covenants, Conditions, and Restrictions, the Association will own the streets that services the subdivision and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each owner of a Lot as a member of the Association will be required to reimburse the Association for his pro-rata share of such taxes paid. Notwithstanding anything to the contrary contained in this Declaration, Salt Lake County shall be authorized and may at its election collect such pro-rata share of taxes directly from each Lot owner by inclusion of said share with the tax levied on each Lot, in which event an adjustment may be made among the various Lot owners for any amount paid directly to Salt Lake County.

VI. DUTIES AND POWERS OF THE ASSOCIATION.

6.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association; by its Articles of Incorporation of this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the owners and the maintenance and improvement of the property. The Association shall:

- (a) accept all owners as members of the Association.
- (b) accept title to the streets servicing the subdivision as conveyed to it by Declarant.
- (c) maintain, repair, and as necessary, replace all improvements to the street servicing the subdivision, including but not limited to the maintenance of all exterior trees and shrubs and grass or other street improvements, and to remove snow from the street servicing the subdivision and any walkways that may be constructed on or along the street easement.
- (d) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.
- (e) Establish the location of entrance ways on corner Lots, and maintain street signs and special lighting which may exist. Water and weeding of planting areas shall be the responsibility of Lot owners.
- (f) Own and/or maintain all entrance gates to the Subdivision.

6.2. Powers and Authority of the Association. In addition to the powers given to the Association by its Articles of Incorporation, Bylaws, Statutes of the State of Utah, and this Declaration of Covenants, Conditions, and Restrictions, the Association shall have the following additional powers;

- (a) The Association shall have the power and authority at any time and from time to time without liability to the owner for trespasses

damage or otherwise to enter upon the Lot for the purposes of maintaining, reconstructing or repairing the road servicing the subdivision or any improvements thereon.

(b) The Association shall have the power to file actions and suits against any Owner to restrain or enjoin any breach or threatened breach of this Declaration or any rules or regulations promulgated by its Board of Directors, or to enforce any mandatory induction or otherwise all of the provisions of the Declaration and such rules and regulations.

6.3. Association Rules. The board may from time to time and subject to the provisions of this Declaration, adopt, amend, repeal, and enforce rules and regulations governing among other things; (a) the use of the streets and the utility easements contained thereon; (b) the collection and disposal of refuse; (c) the maintenance of animals on the property; (d) the use of living units for business or rental purposes; (e) the regulation of hours of operation for entry and exit gates and other issues relating to the security and use of the subdivision; (f) location and type of fences and walls, and (g) other matters concerning the use and enjoyment of the property and the conduct of residents and their guests. The Board may also adopt additional Architectural Guidelines. Rules and Regulations and/or Architectural Guidelines adopted by the Board may be enforced in accordance with this Declaration.

6.4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any owner, guest, lessee or other person for any error or omission of the Association, its representatives or employees, the Board, any committee, or the managing agent.

6.5. Quorum Requirements. The quorum required for any action by the members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediate preceding meeting.

VII. USE RESTRICTIONS

7.1. Use of the Street Area. The streets servicing the subdivision shall be used only in a manner consistent the provisions of Section 7.1, with the commu-

nity nature, and with the use restrictions applicable to Lots and living units. No overnight parking on the streets shall be allowed.

7.2. Use of Lots and Living Units. All Lots in the subdivision shall be known and described as residential Lots and shall be improved with living units and restricted to residential purposes. Each living unit shall be used only as a single-family residence. No Lot or living unit shall be used, occupied, or altered in violation of law. No part of the properties shall be used for any manufacturing, mercantile, storing, vending, or any unsightly purposes.

7.3. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling or which shall in any way increase the rate of any lot owners' insurance.

7.4. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, or barn shall be used on any Lot at any time as a residence. No trailer, camper, boat, or truck larger than $\frac{3}{4}$ ton, or similar equipment shall be permitted to remain upon any property within the subdivision, unless placed or maintained within a garage.

7.5. Trash Removal. All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas shall be prohibited upon any Lot unless obscured from the view of adjoining Lots and streets. No dumpsters are allowed unless for the construction of a residence or for repairs to the residence, and only for the length of time reasonably required for the project, and then for no more than thirty (30) days unless the Board of Directors has approved a longer period. Dumpsters and temporary toilets may not be placed in the street.

7.6. Antennas. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the houses or structures on the Lots in said subdivision unless and until the same have been approved in writing by the Board of Directors of the Association.

7.7. Slopes. All slopes or terraces on any Lot shall be maintained as to prevent any erosion thereof upon adjacent streets or adjoining property.

7.8. Perimeter Structures. The Homeowners Association shall maintain perimeter fencing, walls, and the entrance gate according to its original state or replace such with a wall or fence for the purpose of preserving or improving the

security of the area. Alternative or replacement fencing shall meet the prior written approval of the Board of Directors.

7.9. Subdividing. No Lot may be divided, subdivided or separated into smaller parcels or Lots except Lot 39, provided that all smaller parcels remain a minimum of 21,780 square feet (1/2 acre) in size, and receive approvals from the Board of Directors and Salt Lake County.

VIII. ARCHITECTURAL CONTROL

8.1 Building Features and Materials

(a) Building Location. Each building shall be located such that:

(i) No building shall be located on any Lot nearer than thirty feet to the street curb on the lot without approval by the Board of Directors.

(ii) No dwelling shall be located nearer than 15 feet to any interior Lot line, except that the combined side yard distance to any interior Lot line shall be not less than 45 feet. No dwelling shall be located on any interior Lot nearer than 50 feet to the rear of a Lot line without prior written consent from the Architectural Control Committee, which consent shall be given in the Committee's sole discretion, and accessory buildings may be located within 10 feet of a rear Lot line provided that no accessory building located on the rear of the corner Lot shall be closer than 15 feet to the side yard Lot line of an adjoining Lot.

(iii) For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

(b) Garages. Garages must be fully enclosed, accommodate a minimum of three (3) cars, and be equipped with automatic garage door openers. Homes and garages shall not be constructed so that the garage faces the front side of the dwelling. No more than 3 single or two double garage doors may face the same direction. Garages may not be the dominant architectural feature of the house. Carports

are not permitted.

(c) Exterior Building Wall Materials. Brick, stone, stucco, and wood are permitted for the exteriors of living units and accessory buildings. A minimum of sixty percent (60%) brick or stone must be used. The use of any other materials for such building shall require the prior approval of the Architectural Control Committee.

(d) Roof Soffit and Facia. Roof, soffit, and facia materials shall be restricted to slate, tile, asphalt shingles, or other materials approved by the Architectural Control Committee. Fiberglass, plastic (PVC), or metal are prohibited except in the case of aluminum, which if it is provided with a baked on surface, may be used to cover soffit and facia. The use and approval of roof design, soffit and facia material is subject to approval of the Architectural Control Committee.

(e) Accessory Structures. Patio structures, trellises, sunshades, gazebos, and other appurtenant materials shall be consistent with the colors, textures, and materials approved for the dwelling and shall be integrated into the architecture of the house and subject to the approval of the Architectural Control Committee. Accessory structures as enumerated herein can only be constructed in the backyard area, or within the fenced area of a Lot, which fences and fenced areas must conform with the requirements of Section 8.1(h).

(f) Chimneys. Chimneys may be constructed only of brick, stucco, or stone and may not exceed the height required by Salt Lake County. Exposed metal flues are not acceptable with the exception of copper or metals consistent with the architecture of the home.

(g) Mailboxes. Mailboxes shall be provided by the Association and maintained by each property owner. Mailboxes may be located at the main entrance of the Subdivision. Mailbox location, height, design, and color will be provided by the Architectural Control Committee subject to the approval of the United States Post Office.

(h) Fences and Walls. Fencing and walls shall be constructed of stucco, masonry, stone, concrete composite, or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Individual Lot fences and walls may not be constructed at any point closer to the streets that service the subdivision than the center point of each side of the home on Lots. These restrictions are

to be supplemented by any further requirement by Salt Lake County Authorities and the Architectural Control Committee.

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

(j) Solar Equipment. Any solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors, and all equipment must be screened from view.

(k) Antennas. All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennas shall be allowed provided they are screened from view and their locations is approved by the Architectural Control Committee. They are not allowed on roofs.

(l) Skylights. Any skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match approved roofing materials.

(m) Pools, Spas, Fountains, Gamecourts. Pools, spas, fountains, and gamecourts shall be located to avoid impacting adjacent properties with light or sound. No pool, spa or gamecourt shall be located in front or side yards, unless enclosed within fenced areas, which fences and fenced areas must conform with the requirements of Section 8.1(h). Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

(n) Sheet Metal, Flashings, and Vents. All sheet metal, flashing, vents, and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(o) Mechanical Equipment. All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation. Central air conditioning is required and swamp coolers are prohibited.

(p) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

(q) Exterior Lighting. Each Lot owner may use indirect lighting to provide site and entry driveway lighting. All exterior side lighting is to be indirect. Owners shall be permitted to utilize accent and spotlights with their living units. Security floodlights are permitted provided they are aimed to light the homeowners' property only. Seasonal lighting shall be removed from rooflines and doorways by March 15th of each year. Tree and shrub lighting shall be permitted year round provided the foliage hides the lighting in the spring.

(r) Landscape and Preparation Guides. All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be performed within the confines of the owner's Lot. All landscaping must be completed concurrent with the completion of the home. Unless weather precludes planting until the following spring.

(s) Site Grading and Drainage. Salt Lake County requires that each Lot owner retain on his Lot water runoff in accordance with the approved Granite Oaks Grading and Drainage Plan submitted by the subdivider in connection with its application for subdivision approval and in accordance with the Granite Oaks Storm Drainage Master Plan, including drainage along private streets which will be retained on site. Each Lot will be graded for drainage to comply with this requirement. Each Lot owner shall take all reasonable measures required to ensure that no water flows from his Lot onto any other Lots or common areas. Each Lot owner shall be required to maintain swales and other storm drain features located on his/her Lot. In potential problem areas, additional measures must be applied to safeguard adjoining properties from storm water. This requirement applies to all Lots.

(t) County and Other Approval. Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. With approval plans, the Architectural Control Committee takes no responsibility for plan conformity to any other criteria than these Architectural Guidelines.

(u) Design Requirements. All homes, structures and landscaping must be high end and custom designed by licensed architects and must be designed to accentuate the natural beauty and vistas of the Subdivision.

(v) Minimum Size. Homes shall have no less than 5,000 square feet of livable space.

8.2. Landscape Easement. All landscape areas from the midpoint of the home on either side to the streets, which provide access to the subdivision, shall be landscaped in grass or ground cover with trees sparsely planted in the area so that the architecture of each home will always remain visible and in view from the street. Hedges and landscaping shall be permitted as approved by the Architectural Control Committee. All plans for buildings must include a front and side yard landscape plan. All front and landscape plans shall be subject to review and approval of the Architectural Control Committee. No Cottonwood, Russian Olive, Poplar, Aspen, or other unattractive or offensive trees will be permitted.

8.3. Recreational Vehicles. No large trucks, or commercial vehicles belonging to owners or other residents of the property shall be parked within the development, except temporary parking not to exceed 24 hours and no more frequently than once a week. No motor vehicles of any kind shall be repaired, constructed, reconstructed upon Lot or the street servicing the subdivision except that these restrictions shall not apply to emergency repairs to vehicles. Any boats, trailers, motor or recreational vehicle may be kept upon the premises provided they are kept in an enclosed garage, or parked behind the mid-point of the house on a temporary basis. Any owner or other resident within the development who violates this section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

8.4. Pets. No animals other than household pets shall be kept or allowed on any Lot, in any living unit, or within any part of the common areas . Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing, or confinement of any such pets shall be in the back yard only and by maintained by owner and approved by the Architectural Control Committee and shall be located within fenced areas as governed by 8.1(h). Any owner or other resident within the development who violates this section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

8.5. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated, or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a living unit or appurtenant structures.

8.6. Maintenance and Repair. No living unit, building, structure (including interiors thereof), fences, walls, or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement, and care of roofs, gutters, downspouts, and exterior building surfaces.

8.7. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other owners. No living unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other living units or Lots. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots of in living units in such a way as to disturb other property owners. No use or storage of hazardous materials shall be permitted.

8.8. Right of Entry. During reasonable hours, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have to right to enter upon and inspect any building site, living unit, or Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with.

8.9. Signs. No sign or billboard of any kind (including political signs) shall be erected or displayed to the public view on any portion of any Lot, except:

- (a) One sign for each building site, of not more than eighteen inches by twenty-four inches (18" x 24"), advertising the property "For Sale" or "For Rent".
- (b) Such signs as may be required in legal proceedings.
- (c) The locations of such signs shall be determined by the Association.

8.10. Trash Containers and Collections. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection. Each owner

must at all times and at his expense provide garbage cans and plastic liners therefor if the same is not provided by the county or the homeowners association.

8.11. View Restrictions. Each owner, by acceptance of a deed or other conveyance of a Lot acknowledges that any construction or Improvement by Declarant, the Association, or any other Owner of property may change, impair, obstruct or otherwise affect any view that such Owner may have enjoyed at the time of the purchase of his Lot. The Association Management Documents do not contain any provisions intended to protect any view or to guarantee that any views that an Owner may have enjoyed will not be impaired or obstructed in the future by changes to other property. Each Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment. No representations or warranties of any kind, express or implied, have been given by Declarant, or any partners, subsidiaries or affiliated companies of Declarant, or any officers, employees, directors or agents of any of them, in connection with the preservation of views.

8.12. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration.

- (a.) Declarant, so long as it has any interest in any of the property;
- (b.) Any owner, or
- (c.) The Association.

The prevailing party in an action for enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

8.13. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, for the five (5) years following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, Declarant shall have the right to use any Lot or living unit owned by it, and any part of the Street servicing the development, reasonable necessary or appropriate, in furtherance of an construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the street servicing the development or improvement and/or sale of all Lots owned by the Declarant.

8.14. Exception for Lot 39. Notwithstanding the restrictions contained in this Declaration, the following provisions shall apply to Lot 39, due to the large size of Lot 39:

- (a) One or more outbuildings may be constructed on Lot 39;
- (b) Subject to the Owner of Lot 39 obtaining any necessary zoning changes, more than one house may be constructed on Lot 39, however all of Lot 39 and all buildings thereon must be owned by the same owner, unless Lot 39 is further subdivided in accordance with Section 7.9 above;
- (c) The Owner of Lot 39 may construct a wall or fence around the perimeter of Lot 39, together with a gate controlling access to Lot 39;
- (d) The architecture of homes on Lot 39 do not need to be visible and in view from the street;
- (e) Machinery or equipment may be stored or maintained on Lot 39, provided that such machinery or equipment is not visible from the road adjacent to Lot 39; and
- (f) Declarant and the other owners of Lots in the Subdivision are successors-in-interest of the grantee pursuant to an Easement from Salt Lake City Corporation recorded on October 31, 1988, as Entry No. 4694532, in Book 6076, at Pages 2833 and 2834 (the "Easement," a copy of which is attached hereto as Exhibit "C"). The Easement purports to a secondary access from Wasatch Boulevard to that portion of the Subdivision, which is now Lot 39 and crosses portions of Lot 19 and Lot 39. Declarant makes no representations or warranties that the Easement is valid or enforceable. The owner of Lot 39 is hereby granted the exclusive right to use the Easement, if and to the extent that it is valid. The owner of Lot 39 may, at his own expense, grade, pave, gate, light, landscape and otherwise improve the Easement, if and as permitted thereby. The owner of Lot 39 shall be solely responsible for obtaining, at his own expense, any permits or approvals necessary to use or improve the Easement. The owner of Lot 39 shall be solely responsible for the maintenance of any improvements made to the Easement.

IX. ARCHITECTURAL CONTROL

9.1. Architectural Control Committee. The Architectural Control Committee shall consist of not less than three (3), nor more than five (5) members, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee

9.2. Appointment or Election of Committee Members. The Architectural Control Committee shall be elected by Board of Directors of the Association. The Committee members shall serve at the pleasure of the Board of Directors and any Committee member may be removed by the Board of Directors for any reason at any time.

9.3. Submission to Committee. No living unit, accessory, or addition to a living unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any living unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with Section 8.1 above and with additional Architectural Guidelines, which shall be from time to time adopted by the Board. Compliance with Section 8.1 does not ensure that plans and specifications will be approved by the Committee, it being the purpose of the Committee to also consider aesthetics and other factors.

9.4. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the property conform to and harmonize with existing surroundings and structures, that such proposed improvements enhance the value and aesthetics of the Subdivision as a high end subdivision, and that such proposed improvements are designed to accentuate the natural beauty and vistas of the Subdivision..

9.5. Approval Procedure. Any plans and specifications submitted to the Committee shall be submitted on a form provided by the Committee and in triplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association, one set will be retained by the reviewing architect (if any), and the remaining set of plans will be returned to the property owner. After initial approval by Committee and the issuance of a building permit by Salt Lake County, the Committee shall have an additional right of review before construction begins.

The following architectural review fees (made payable to the Association) are required with the submittal of plans and specifications: \$500.00 for architectural, landscaping, fencing, and lighting drawings. The amount of these fees may be changed from time to time resolution of the Board of Directors of the Association.

9.6. Address for Submittal. Plans and specifications for the construction and installation of any and all improvements with Granite Oaks Subdivision shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address.

Henry S. Kesler
4597 South Aspen Hollow Lane
Holladay, UT 84117

The Board of Directors of the Granite Oaks Subdivision Homeowners Association has the authority to change the address for the submittal of plans and specifications.

9.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion.

1. The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.
2. All landscaping of each Lot shall be completed concurrently with the completion of the home.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each week. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Lightweight material, packaging, and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot. During the construction period, each construction site shall be kept neat and shall be promptly removed from public or private roads, open spaces, or driveways.

Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Architectural Control Committee.

Construction crews shall not park on, or otherwise use, other Lots of any open space. All construction vehicles and machinery shall be parked only in areas designated by the Architectural Control Committee.

9.8. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the street servicing the Development and which occurs at any time during the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

9.9. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before five (5) years from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, there shall be substantially completed, the Subdivision, all approximately in the locations shown on the Plat.

X. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

10.1 Notice of Default. In the event an Owner neglects for a period of thirty (30) days or more to cure any failure on his part to perform his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

10.2. Abandonment, Termination, Etc. Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association or the Owners acting as a group shall be entitled by act, omission, or otherwise:

- (a.) To abandon or terminate the project or to abandon or terminate the arrangement which was established by the Declaration and the Plat of the Project;
- (b.) To partition or subdivide any Lot or the street servicing the Development;
- (c.) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the street servicing the development except for the creating of easements and similar purposed consistent with the intended use of the street.
- (d.) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the repair, replacement, or reconstruction of such improvements.

10.3. Notice of Substantial Damage or Destruction. The Association shall notify all institutional holders of any first mortgage lien or equivalent security interest on a Lot in writing in the event that there occurs any substantial damage to or destruction of any Living Unit or any part of the street servicing the subdivision involving an amount in excess of, or reasonably estimated to be in excess of \$15,000. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction.

10.4. Condemnation or Eminent Domain Proceedings. The Association shall give written notice to all institutional holders of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the street servicing the subdivision within ten (10) days after the Association learns of the same.

10.5. Hazard Policy to Include Standard Mortgagees Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interest may appear, or shall be otherwise endorsed to fully protect the interest of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

10.6. Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in section 1, Article V shall be subordinate to the lien of any First Mortgage upon such Locality and the holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure of such first

Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots (including the mortgage Lot).

10.7. Mortgagee Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association shall be accomplished or effective unless at least two-thirds (2/3) of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

XI. RESERVATION OF EASEMENTS

11.1 General Provisions. Declarant reserves for itself and grants to the Association and all utility providers, perpetual non-exclusive easements over an across the Property (but not through any structure) to the extent reasonably necessary for the purpose of: (a) installing utilities and infrastructures to serve the Property or any adjacent property, cable, wireless and other systems for sending and receiving data and/or other electronic signals (including all technological evolutions thereof and replacements thereof), security and similar systems, walkways, cart paths, pathways and trails, drainage systems, street lights and signage on the Property or within public rights-of-ways or easements reserved for such purpose on recorded plats; (b) inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described above; and (c) access to read utility meters.

11.2 Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be reasonably necessary, in the sole discretion of Declarant, in connection with the orderly development of any portion of the Property. The owner of any property to be burdened by any easement granted pursuant to this subsection 10.2 shall be given written notice in advance of the grant.

11.3 Minimal Interference. All work associated with the exercise of the easements described in Sections 10.1 and 10.2 shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the party exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it un-

reasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the owner or occupant.

11.4 Easements to Service Additional Property. Declarant will be constructing and paying for private roads and utilities (including but not limited to water lines and equipment, sanitary sewer lines and equipment and storm drains and equipment), which have been designed and sized to accommodate the Property, as well as properties adjacent to the Property. Declarant reserves for itself and its duly authorized agents, successors and assigns, an exclusive perpetual easement over and across the Property for the purposes of providing ingress and egress to properties adjacent to the Property over and across the roads on the Property and providing utility services (including but not limited to water lines and equipment, sanitary sewer lines and equipment and storm drains and equipment) to properties adjacent to the Property. Without limiting the foregoing, Declarant reserves an exclusive perpetual easement over the parcels described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Protective Strip Parcels") and no other individual or entity may construct, maintain or operate any roads or utility lines or equipment on any portion of the Protective Strip Parcels. Declarant shall be entitled, in its sole discretion, to establish the terms on which owners of adjacent properties may connect to and use the roads and utilities and Declarant shall be entitled to retain any connection fees, use fees or other amounts paid by owners of adjacent properties as reimbursement for the expenditures made by Declarant in designing and constructing the roads and utilities. Declarant reserves the right in granting easement grants for adjoining land that provides reasonable twenty-four hour access through the gates.

11.5 Easements for Maintenance, Emergency, and Enforcement. Declarant grants to the Association easements over the Project as necessary to enable the Association to fulfill its maintenance responsibilities under this Declaration. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing this Declaration. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

11.6 Easements for Access. Declarant reserves for itself and its successors, assigns and designees, a perpetual easement over all private roads, walkways and other common areas within the Property for access by employees, independent contractors, and accompanied guests of Declarant in connection with real estate sales activities within the Property and in connection with the activities contemplated by Section 10.4 above.

11.7 Temporary Construction Easements. Declarant hereby reserves the right for itself and the Association, the right to grant temporary construction related easements over such portions of the Property as Declarant or the Board may reasonably determine. Each grantee of a temporary construction easement ("Grantee") covenants and agrees to make reasonable efforts not to cause any damage or injury to any Improvements of any other Owner (including Declarant) and not to materially and adversely interfere with the construction activities of any other Owner (including Declarant) on the Property. In addition, each Grantee, at its sole cost and expense, shall promptly repair any damage caused by such Grantee's use of the temporary construction easements granted under this Section 10.7. Further, each Grantee shall defend, indemnify and hold the other Owners harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and costs) incurred in connection with or arising out of Grantee's use of such temporary construction easements, except to the extent caused by such other Owner.

XII. MISCELLANEOUS

12.1 Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing.

12.2 Amendment. Prior to the expiration of 5 five years from the date of the recordation of this Declaration, and also prior to the sale of all of the Lots in the subdivision, Declarant may amend this Declaration without the consent of any other member of the Association. Subsequent to the expiration of (5) five years or the date of the sale and closing of the last Lot in the Subdivision, This Declaration may be amended only by an affirmative vote of at least 2/3 of all members of the association present in person or represent by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all members shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than

forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this section shall be accomplished through the recording of an instrument executed by the President or Vice President of the association or the Declarant, as the case may be, and shall also be approved by the Salt Lake County Attorney. In such instrument, the President or Vice President of the association or the Declarant shall certify that all requirements imposed by this section have been complied with.

12.3 Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this section 11.3:

- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.
- (b) The total number of votes required for authorization or approval under this section 3 shall be determined as of the date on which the last consent is signed.
- (c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.
- (d) Unless the consent of all Members whose memberships are appurtenant to the same Lot is secured, the consent of none of such Members shall be effective.

12.4 Lease Provision. Any Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide, inter alia, that:

- (a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and

(b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

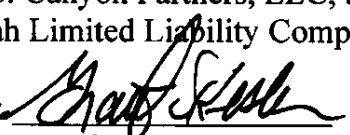
12.5 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration of in any way relating to the property may be assigned.

12.6 Declarant's Covenant to Construct Street Serving the Development. Declarant hereby covenants to construct and complete the streets serving the Subdivision and all improvements used, or to be used therewith and any amenities indicated on the Plat within two (2) years of the filing of this Declaration in the office of the County Recorder of the Salt Lake County, Utah.

12.7 Enforcement by County. If the Association fails to maintain the streets and other improvements serving the Subdivision, in good order and condition, Salt Lake County shall have the right, but not the obligation upon giving the association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforceability of the remainder hereof.

12.8 Interpretations. The captions, which precede the Articles and Sections of this Declaration, are for convenience only.

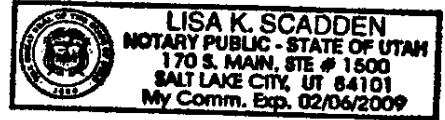
L.C. Canyon Partners, LLC, a
Utah Limited Liability Company

By: 
Its: MANAGING MEMBER

State of Utah)
) ss
County of Salt Lake)

The foregoing instrument was subscribed and sworn to and acknowledged before me this 24th day of March, 2008 by Grant S. Kesler, the Managing Member of L.C. Canyon Partners, LLC, a Utah Limited Liability Company.

Lisa K. Scadden
Notary Public



My commission expires

Residing at:

EXHIBIT "A"

Beginning at the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running; Thence North $89^{\circ}51'03''$ East 467.76 feet along the section line; Thence North $10^{\circ}08'30''$ East 526.57 feet; Thence South $79^{\circ}51'30''$ East 415.83 feet to the west line of the North Little Cottonwood Canyon Road; Thence South $2^{\circ}33'54''$ West 39.16 feet along the west line of the North Little Cottonwood Canyon Road; Thence southeasterly 731.74 feet along the arc of a 1030.37 foot radius curve to the left, (center bears South $87^{\circ}26'06''$ East and long chord bears South $17^{\circ}46'48''$ East 716.46 feet, with a central angle of $40^{\circ}41'24''$) along the west line of North Little Cottonwood Road; Thence South $38^{\circ}07'30''$ East 183.62 feet along the west line of North Little Cottonwood Canyon Road; Thence South $85^{\circ}41'58''$ West 194.22 feet; Thence South $26^{\circ}13'19''$ West 204.64 feet; Thence South $63^{\circ}46'41''$ East 104.10 feet; Thence South $28^{\circ}55'38''$ West 686.70 feet to the north line of The La Caille Subdivision; Thence South $89^{\circ}18'23''$ West 3.50 feet along the north line of The La Caille Subdivision; Thence South $47^{\circ}23'24''$ West 105.00 feet along the north line of The La Caille Subdivision; Thence South $38^{\circ}48'00''$ West 158.00 feet along the north line of the La Caille Subdivision; Thence South $70^{\circ}26'22''$ West 43.55 feet along the north line of The La Caille Subdivision; Thence North $49^{\circ}17'33''$ West 61.00 feet along the north line of The La Caille Subdivision; Thence North $55^{\circ}51'00''$ West 144.52 feet along the north line of The La Caille Subdivision; Thence North $20^{\circ}22'26''$ West 193.38 feet along the north line of The La Caille Subdivision; Thence North $50^{\circ}04'00''$ West 101.40 feet along the north line of The La Caille Subdivision; Thence North $28^{\circ}36'10''$ West 119.50 feet along the north line of The La Caille Subdivision; Thence North $11^{\circ}19'35''$ West 79.75 feet along the north line of The La Caille Subdivision; Thence North $09^{\circ}00'00''$ West 140 feet along the north line of the La Caille Subdivision; Thence North $82^{\circ}58'30''$ West 91.90 feet along the north line of The La Caille Subdivision; Thence North $47^{\circ}24'00''$ West 69.87 feet along the north line of The La Caille Subdivision to the section line; Thence North $00^{\circ}38'44''$ West 726.33 feet along the section line to the Northwest Corner of said Section 12; to the point of beginning.

EXHIBIT "B"

PROTECTIVE STRIP PARCELS

North Entry:

Beginning at a point located North 89°51'07" East 315.76 feet along the section line from the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running:

thence North 89°51'07" East 25.00 feet;
thence South 0°08'53" East 3.00 feet;
thence South 89°51'07" West 25.00 feet;
thence North 0°08'53" West 3.00 feet to the Point of Beginning.

Said parcel contains 75 square feet or 0.0017 acres.

Easterly Entry:

Beginning at a point located South 0°38'44" East 466.37 feet along the section line and North 89°21'16" East 1091.48 feet from the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running:

thence North 41°57'59" West 3.23 feet;
thence North 26°13'19" East 26.99 feet;
thence South 41°36'22" East 8.29 feet;
thence South 85°41'58" West 5.43 feet;
thence South 26°13'19" West 22.31 feet to the Point of Beginning.

Said parcel contains 92 square feet or 0.0021 acres.

20.0' Sanitary Sewer and Storm Drain Easement:

Beginning at a point located South 0°38'44" East 1058.43 feet along the section line and North 89°21'16" East 884.98 feet from the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running:

thence North 63°46'41" West 3.00 feet;
thence North 28°55'38" East 20.00 feet;
thence South 63°46'41" East 3.00 feet;
thence South 28°55'38" West 20.00 feet to the Point of Beginning.

Said parcel contains 60 square feet or 0.0014 acres.