

Upon Recording Return To:
Trevin G. Workman
632 North Main, Suite 2C
Logan, Utah 84321

Ent 1194172 Bk 2001 Pg 1650
Date: 23-Apr-2018 02:41 PM Fee \$36.00
Cache County, UT
Michael Gleed, Rec. - Filed By SA
For TGW ENTERPRISES

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
JUNIPER HOLLOW PHASE 2 SUBDIVISION

THAT WHEREAS, Chacowest Development, Inc., a Utah corporation, hereinafter called the DECLARANT, is the owner and developer of the Juniper Hollow Phase 2 Subdivision; and

WHEREAS, the DECLARANT desires to convey the Property or portions thereof subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, the DECLARANT desires to and herein reserves the right to add additional property to the provisions, covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, the DECLARANT, desiring to create and carry out a uniform plan for the improvement, development and sale of the Property and portions thereof for the benefit of the present and future owners of the Property, hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all or any portion of the Property, including the roads, streets, alleys and waterways therein; and each contract, instrument or deed which may be hereafter executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

NOW THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases, when used in this declaration, shall have the meanings hereinafter specified:

1.01 **DECLARANT.** "DECLARANT" shall mean Chacowest Development, Inc., a Utah corporation, its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Chacowest Development, Inc., as DECLARANT, must be expressly set forth in writing and the mere conveyance of a

portion of the Property without written assignment of the rights of declaration shall not be sufficient to constitute an assignment of any one or more of the rights of DECLARANT hereunder.

1.02 Declaration. “Declaration” shall mean this instrument and as it may be amended from time to time.

1.03 Improvement. “Improvement” or “Improvements” shall mean every structure installation, or modification, and all appurtenances thereto, of every type and kind, made upon, placed upon, or made with respect to the Property or any portion thereof, including, but not limited to, streets, buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, landscaping plated trees and shrubs, poles, sings, exterior air conditioning equipment, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and any alteration or addition thereto.

1.04 Lot. “Lot or “Lots” shall mean any lot within the Property as described on a duly recorded subdivision plat.

1.05 Owner(s). “Owner(s)” shall mean the person or entity, including DECLARANT, holding a fee simple interest in any Lot or in all or any portion all the Property, but shall not include the Beneficiary of a Mortgage.

1.06 Plans and Specifications. “Plans and Specifications” shall mean any and all documents designed to guide and control the construction or erection of any Improvement, including, but not limited to, those indicating size, shape, configuration, materials, site plans, excavations and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications for all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvements.

1.07 Person. “Person” shall mean an individual, or entity or trust having the legal right to hold title to real property.

1.08 Plat. “Plat” collectively means the subdivision plats of the Property recorded in the Plat Records of Cache County, Utah, including without limitation, the subdivision plat of Juniper Hollow Subdivision in Cache County, Utah according to the Plat Records of Cache County, Utah, as the same may be amended from time to time.

1.09 Property. “Property” means the parcels of property legally described on Exhibit A.

1.10 The Restrictions. The “Restrictions” shall mean this Declaration, together with any and all Supplemental Declarations, as either may be amended from time to time, together with the easements and restrictive covenants set forth in any recorded plat of the Property.

1.11 Subdivision. “Subdivision” shall mean a parcel of the Property, which has been shown on a final subdivision plat recorded in the Plat Records of Cache County, Utah.

1.12 Supplemental Declaration. “Supplemental Declaration” shall mean any declaration of covenants, conditions and restrictions, which may be hereafter recorded by DECLARANT, subject to all of the terms and restrictions of this declaration and not in conflict herewith.

ARTICLE II.

DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND

2.01 Development by DECLARANT. DECLARANT may add land as provided in section 2.02 and may divide or subdivide existing and or additional Property into several areas, sell part or all of the Property DECLARANT owns free of these restrictions, develop part or all of the Property DECLARANT owns, and, at DECLARANT’s option, dedicate part or all of the Property as recreation and Open Space, Private Roadways, or other, Common Areas or for other purposes for the benefit of the developed areas, in accordance with DECLARANT’s master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified, in which the development of and restrictions upon each portion thereof will benefit each other portion and the whole thereof. As each area is developed or dedicated, DECLARANT may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions, and restrictions, as DECLARANT may deem appropriate for that area. Any Supplemental Declaration may, but need not, provide for the establishment of a sub-association to be comprised of Owners within the area subject thereto. Any Supplemental Declaration may provide its own procedure for the amendment of any provision thereof, as for example, by a specified vote of only the Owners of some of the property within the area subject thereto. All lands, Improvements and uses in each area so developed shall be subject to both this Declaration and that Supplemental Declaration, if any, for that area.

2.02 Annexation. DECLARANT may at any time, and from time to time, add additional land to the Property. Said land to be added shall at that time be bound by the terms of these restrictions and any future modifications thereof, by filing of record a Supplemental Declaration.

ARTICLE III.

GENERAL RESTRICTIONS

All of the Property shall be owned, held encumbered, leased, used, and occupied and enjoyed subject to the following limitations and restrictions:

3.01 Antennas. No Exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. Ham Radio antennas shall not be allowed. In that event, the receiving device may be placed in a visible location as approved by the DECLARANT. DECLARANT may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than 3 feet in diameter. No broadcast antenna mast may exceed the height of the center ridge of

the roof line. No multi-channel multi-point distribution service ("MMDS") antenna mast may exceed the height of one foot (1 ft) above the center ridge of the roof line. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The DECLARANT by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 and rules and regulations promulgated thereunder (the "Act"), as same may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

3.02 Obnoxious Activities. No nuisance, obnoxious or offensive activities shall be carried on any Lot so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no excess of dog barking, no exterior speakers, horns, whistles, bells or any other devices, except security devices used exclusively for security purposes, shall be located used or placed on any such Property which are disruptive or audible from neighboring Property.

3.03 Subdividing and Resubdividing. No lots shall be further divided or subdivide nor may any easements be conveyed by the Owner thereof (including any sub-association); provided, however, that when DECLARANT is the Owner thereof, DECLARANT may further divide and subdivide any lot and convey an easement or other interest less than the whole, all without the approval of any other Owner.

3.04 Rubbish and debris. No rubbish or debris of any kind (including weeds, brush, or material of any nature deemed to be rubbish or debris) shall be placed or permitted to accumulate upon any portion of the Property, and no orders shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Property or to adjoining property or their respective occupants. DECLARANT shall determine what constitutes rubbish, debris, or odors and what conditions render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other portions of the Property or to adjoining property or their respective occupants, and the decision of DECLARANT shall be final and binding on all parties. Refuse, garbage and trash shall be kept at all times in a covered container, and such container shall be kept within an enclosed structure or appropriately screened from view. No garbage or trash shall be permitted to be buried on any Lot at any time. Composting shall be permitted only of vegetative matter and only if such composting is: (i) confined to an area to the rear of the house and in a receptacle approved by DECLARANT, (ii) not visible from neighboring property or from any street, and (iii) maintained in and inoffensive manner.

3.05 Construction of Improvements. DECLARANT shall have the right to establish an "Architectural Review Committee" for the purpose of ensuring Owners' compliance with this Declaration. DECLARANT shall determine the process for appointment members and the number of individuals on the Architectural Review Committee and shall appoint or change members of the Architectural Review Committee at its discretion. No Improvements shall hereafter be constructed upon any portion of the Property without the prior written approval of the Architectural Review Committee. Prior to any construction beginning or building permits being submitted to any

municipality for approval, Owners must submit building plans to the Architectural Review Committee showing elevations and exterior finish materials for review and approval to ensure conformity with this Declaration. The Architectural Review Committee will have thirty (30) calendar days to review and approve or deny said building plans. In the event of denial, the Architectural Review Committee will provide the Owner a reasonable explanation for the denial. Owner will then amend the plans and resubmit for approval to the Architectural Review Committee. Until such time as the Architectural Review Committee has approved the plans in writing, Owner shall not be authorized to obtain a building permit or begin construction. The Architectural Review Committee shall have the sole discretion on approvals and may at times, depending on the circumstances, approve exceptions to the covenants, conditions and restrictions on a case by case basis. After approval, no material changes will be made to the plans by Owner without the prior written consent of the Architectural Review Committee. During the construction of the primary residence or other substantial Improvements, the Owner shall provide or assure that the contractor employed by the Owner provide portable toilet facilities which will be maintained and serviced by a certified sanitary service company and a trash dumpster, which shall be regularly maintained. During the construction of any Improvements, the Owner of the Lot(s) upon which the Improvements are being constructed shall keep, and shall cause all contractors and subcontractors constructing the Improvements to keep, the roads and passageways of the Property clear and free of debris. The positioning of all Improvements upon Lots within the property is hereby expressly made subject to the Architectural Review Committee review and approval.

3.06 **Drainage.** There shall be no interference with the established drainage patterns over any of the Property, except by DECLARANT, unless adequate provision is made for proper drainage and written approval by DECLARANT is obtained prior to any construction work or other activity which may cause such interference with established drainage patterns. No objects or structures including but not limited to buildings, fences, or landscaping shall be allowed in a drainage easement except as may be approved by the DECLARANT and all appropriate governmental authorities.

3.07 **Hazardous Activities.** No activity shall be conducted on the Property and no Improvements shall be constructed on the Property, which are or might be unsafe or hazardous to any person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property, no open fire shall be lighted or permitted except in a contained a barbeque or other contained unit (while attended), within a safe and well designed fireplace.

3.08 **Temporary Structures.** No tent, trailer, garage, barn, shack, portable buildings, portable toilet or other Improvement structure of a temporary nature shall be placed upon the Property, except that temporary structures necessary for storage or tools and equipment and to accommodate architects, builders and foreman during actual construction may be maintained with the approval of the DECLARANT, such approval to include the nature, size, duration and location of such structure. DECLARANT reserves exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other Improvements upon the Property. Such facilities may be in the form of permanent or portable buildings, trailers or

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other facilities and may include but not necessarily be limited to, sales construction and financing offices, storage areas, model units, signs, and portable toilet facilities. Travel trailers shall be permitted by Property owners.

3.09 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, drilling, boring, or exploring for or removing (i) oil, gas, or other hydrocarbons or (ii) minerals.

3.10 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial or other purposes shall be kept on any part of the Property. The keeping of ordinary household pets is allowed. Any other livestock (i.e. sheep, pigs, chickens, goats, cows, horses) on the Property will be in accordance with the regulatory ordinances of Cache County and Hyde Park City. Every Owner shall erect appropriate fencing to confine all of their pets within their Lot.

3.11 Unightly Articles; Vehicles. Trailers, graders, trucks (other than pickups), boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in proper order and to the extent possible screened from view, and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Lot Owners shall not keep more than three (3) automobiles in such a manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No (a) racing vehicles, or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than the standard one (1) ton pickup truck or standard two-axel passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the Subdivision, except those used by a builder during construction of Improvements or other contractors working on Improvements on a Lot.

3.12 Mobile Homes, Travel Trailer and Recreation Vehicles. No mobile homes shall be parked or placed on any portion of the Property at any time, and no travel trailers or recreational vehicles shall be parked outside of the individual property owner's lot for more than forty-eight (48) hours.

3.13 Fences and Walls. Any fences along any street frontage shall be constructed in a good and workmanlike manner. All fences shall be constructed according to Hyde Park City regulations.

3.14 Hunting/Trapping/Firearms. Hunting, trapping and discharge of firearms are expressly prohibited within the Property.

3.15 Dumping. Dumping of ashes, trash, rubbish, sawdust, common garbage, landfill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Property.

3.16 Landscaping. The front yard shall be installed on each lot within twelve (12) months of issuance of the certificate of occupancy (subject to extension for delays caused by inclement weather and/or restriction or delays caused by governmental regulations prohibiting new planting or watering due to restricted water use).

3.17 Site Lines. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any corner Lot in violation of applicable Hyde Park City ordinances.

3.18 General Maintenance all Lots. Each Owner shall maintain and care for the dwelling, all Improvements and all trees, foliage, plants and lawns on each of such Owner's Lot and otherwise keep the Lot and all the Improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair to include but not be limited to (a) the replacement of worn and/or rotted components, (b) the regular painting of all exterior surface, (c) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the Improvements to maintain an attractive appearance, and (d) regular mowing and edging of lawn and grass areas. Upon failure of any Owner to maintain its Lot in the manner prescribed herein, Declarant or a majority of the other Lot Owners, at their option and discretion, but without any obligation to do so, but only after ten (10) days written notice to such Owner to comply herewith, may enter upon Owners Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse Declarant or the majority of the other Lot Owners for the cost of such work within (10) days after presentation of such statement.

3.19 Underground Utility Lines. Except as may be otherwise approved by the DECLARANT, no utility lines, including but not limited to wires or other devices for the communication or transmission of telephone or electric current power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other structures as approved in writing by DECLARANT; provided, however, that no provision hereof shall be deemed to forbid the erection or temporary power or telephone structures incident to the construction of buildings or structures which have been previously approved in writing by DECLARANT. The installation method, including, but not limited to location and type of installation, for both temporary and permanent utilities shall be included in the Plans and Specifications and approved in writing.

3.20 Garages. Each dwelling shall have an enclosed garage is suitable for parking a minimum of three (3) standard size automobiles, which garage shall conform in design and materials with the main structure and shall be at least 600 square feet in size.

3.21 Installation and Management. There is hereby created an easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, wastewater, gas, telephones, and electricity lines and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service line situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines,

or other utilities or appurtenances thereto may be relocated on the Property until approved by DECLARANT. The utility companies' furnishings service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

3.22 Drainage easements. Each Owner covenants to provide easements for drainage and waterflow, as contours of land and the arrangement of Improvements approved by the City or DECLARANT thereon, required. Each owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement which would impede flow of water in the drainage easement.

3.23 Surface Areas. The surface easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither DECLARANT nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easements area.

ARTICLE IV.

RESIDENTIAL RESTRICTIONS

In addition to the general restrictions set forth above, the Property and any portion thereof that has been subdivided into Lots shall be subject to the following limitations and restrictions, which are designed to protect the residential character of the Property.

4.01 Residential Use. All Lots within the Property shall be improved and used solely for single family residential use.

4.02 Single Family Use. Each dwelling shall comply with Hyde Park City ordinances. This provision shall be given the greatest effect allowed by law and limited as required by law, now existing or hereafter adopted by governing authority having jurisdiction of the Property.

4.03 Dwelling Size. All single-story dwellings located on lots 10-13, 22-31 shall contain not less than 1,600 square feet above ground level of enclosed living space, exclusive of porches (open or covered), decks, and common garages. Lots 9, 14-21, 32-37, 48 shall contain not less than 1,750 square feet above ground level of enclosed living space, exclusive of porches (open or covered), decks, and common garages. All two-story dwellings shall contain not less than 2,800 square feet above ground level of enclosed living space, exclusive of all porches (open or covered), decks and common garages.

4.04 Building Materials. All of the exterior walls (excluding windows, doors, other openings, soffits, eaves, trim, and gables) of the front and sides of each dwelling constructed on a Lot shall be brick, rock, cultured stone, stucco, hardiboard and/or protégé siding. The front of the dwelling must have a minimum of two differing materials. Vinyl siding is prohibited on the front of the dwelling. Vinyl siding may be

permitted on the sides and rear elevation of the dwelling, but only by approval of the Architectural Review Committee based on the use of other materials and architectural design elements of the dwelling. Colors of dwellings must be earth tones such as: tan, taupe, brown, gray and greens and standard colors for brick and rock. Pastels or bright colors (yellow, blue, orange, etc.) are prohibited. Only new building materials (except for used brick) shall be used for constructing any Improvements. Exposed metal roof decks which reflect the light in a glaring manner such as galvanized steel sheets are prohibited. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on the exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any improvements.

4.05 Dwelling Height. No dwelling greater than two stories in height may be constructed on any lot.

4.06 Sidewalks. All walkways along public right of ways shall conform to the minimum property standards of Hyde Park City and Cache County.

4.07 Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property so as to be audible beyond the boundaries of the Lot on which any such item is located. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

4.08 Improvements and Use. The Property shall be used as home sites for single-family residences only. All Lots within such areas shall be improved and used solely for single-family residences. No Lots within any portion of the Property designated by DECLARANT for use as single family residential shall be improved or used except by a dwelling or structure designated to accommodate not more than a single family, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single family residence. Each such dwelling on a platted Lot shall have an attached or detached garage for three (3) or more cars. Garages shall be used for the storage of automobiles and other personal property. No garage shall be converted into living space unless a replacement garage complying with the provisions of this Declaration is constructed prior to such conversion and such conversion is approved by the Declarant. All outbuildings will be constructed of the same materials and be consistent with the architectural design of the primary residence and shall not exceed the height of a two story single family dwelling. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments.

4.09 Business Activities. No Lot or Improvement thereon shall be used for a business, professional, commercial or manufacturing purpose of any kind for any length of time. No business activity shall be conducted on the Property which is not consistent with single family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a dwelling as a sales/construction office for so long as such builder is actively engaged in construction on the property. Nothing in this subparagraph

shall prohibit an owner's use of a dwelling for quiet, inoffensive activities such as a home office, tutoring or giving art or music lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' peaceful use and enjoyment of the dwellings and yards.

4.10 Rentals. Nothing in this declaration shall prevent the rental of any Property within the Property by the Owner thereof for residential purposes.

4.11 Construction in Place. All dwellings and structures, except children's playhouses constructed within the Property, shall be built in-place on the Lots. It being the intent of this Declaration that only new construction shall be placed and erected on the Property.

4.12 Set-Back Requirements. All dwelling setbacks shall be in accordance with applicable Hyde Park City ordinances.

4.13 Driveways. All driveways must be at least fourteen (14) feet wide and constructed of concrete or asphalt.

4.14 Compliance with the Restrictions. Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for not curing the same, actual and consequential damages, and injunctive relief, or a combination thereof. The restrictions may be enforced by any Owner, DECLARANT, or the City in which the Lot is located. In such action, the parties agreed to waive any bond required to be placed by the City where the Lot is located, or DECLARANT, or if waiver is not allowed to by the courts, to set the bond in an amount not exceeding \$100.00. Each Owner is strictly liable for the noncompliance of his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding.

ARTICLE V.

MISCELLANEOUS

5.01 Term. This Declaration including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2047, unless amended as herein provided. After December 31, 2047, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three quarters (3/4) of the Lots then subject to this Declaration.

5.02 Amendment/Extinguishment. This Declaration may be amended or extinguished by the recording in the Official Public Records of Cache County, Utah, of an instrument setting forth the amendment or extinguishments, and executed and acknowledged by Owners of at least eighty-five percent (85%) of the number of Lots subject to the amendment or extinguishment. So long as DECLARANT owns a Lot in the Property, the joinder of DECLARANT shall be required to make any such amendment or extinguishment effective. So long as DECLARANT owns any Lot in a section of the Property, DECLARANT may amend this Declaration as it applies to that section without

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the joinder of any other person or party by recording a written amendment in the appropriate real property records of Cache County, Utah.

5.03 Notices. Unless otherwise provided herein, any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or Legal Holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to DECLARANT for the purposes of service of notices. Such address may be changed from time to time by notice in writing given by such persons to DECLARANT.

5.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the community set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Utah, and all obligations herein shall be performed in Cache County, Utah.

5.05 Construction activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including DECLARANT or home builders who purchase lots from DECLARANT) upon any lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with the provisions of this Declaration, and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision, including, but not limited to, a provision prohibiting temporary structures, maybe granted by DECLARANT, provided that such waivers shall be only more than reasonable. If during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then DECLARANT may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expense incurred in connection therewith. Notwithstanding the foregoing, construction and construction activities on the Property shall be limited to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday.

5.06 Exemption of DECLARANT. This Declaration shall not prevent or limit the right of DECLARANT to excavate and grade, to construct any altered drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property, or to allow its designees to do any of the foregoing.

5.07 Assignment of DECLARANT. Notwithstanding any provision in this Declaration to the contrary, DECLARANT may assign, in whole or in part, any of its

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privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of its privileges, exemptions, rights, and duties hereunder.

5.08 Enforcement and Nonwaiver.

1. **Right of Enforcement.** Except as otherwise provided herein, any Owner at his own expense, or DECLARANT shall have the right to enforce all of the provisions of Juniper Hollow Phase 2 Subdivision Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

2. **Violation of Restrictions.** Every act or omission whereby any provision of a Juniper Hollow Phase 2 Subdivision Restrictions as outlined herein (as amended) is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at his own expense) or DECLARANT. In addition, should a Person or Owner violate the provisions herein contained, including but not limited to failing to obtain the approval of the Architectural Review Committee or failing to build according to the plans approved by the Architectural Review Committee, the DECLARANT, in addition to its other rights and remedies contained herein or allowed by law, may provide written notice to the Owner outlining any violation of these Restrictions or violation of law. Said notice will provide a summary of the violations and allow the Owner thirty (30) days from the date of the notice to cure said violation(s). If, after thirty (30) days, the Owner has failed to cure the violation(s), DECLARANT will assess a penalty of \$500 per month against the Owner until the violation(s) are remedied. The Owners specifically authorize the placement of a lien on their Lot for the collection of said penalty in the event of a violation. Violating Owners will also be liable for any costs incurred by the DECLARANT for any costs incurred to enforce the Restrictions contained in this document, including but not limited to reasonable attorney fees and court costs.

5.09 Violation not Law; Compliance with Laws. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any of the Property is hereby declared to be a violation of Juniper Hollow Phase 2 Subdivision Residential Restrictions and subject to all of the enforcement procedure set forth in said restrictions. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition all the Property and any improvements thereon. If any provisions contained in this Declaration or amendment thereto is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

5.10 Nonwaiver. The failure to enforce any provision of Juniper Hollow Subdivision Residential Restrictions or Juniper Hollow Subdivision Residential Rules at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

5.11 Liens. DECLARANT shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot in the Property in order to enforce any right or

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effect compliance with this declaration. DECLARANT may use any means necessary at law or in equity to enforce the provisions stated herein.

5.12 Restrictions shall be deemed independent and severable, and invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for the convenience of reference and shall not a large, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles here all.

IN WITNESS WHEREOF, DECLARANT has executed this Declaration to be effective on the 23 day of April, 2018.

DECLARANT:

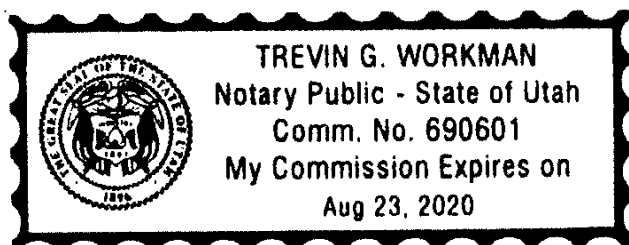
Chacowest Development, Inc.

A Utah corporation

By: David M. Dunkley
David M. Dunkley, President

STATE OF UTAH)
) ss:
COUNTY OF CACHE)

This instrument was acknowledged before me on the 23 day of April, 2018, by David M. Dunkley, who being duly sworn by me, did say that he is the President of the above corporation and that the said instrument was signed in behalf of said corporation by authority of a resolution of the directors and the aforesaid officer acknowledged to me that said corporation executed the same.



Trevin G. Workman
Notary Public, State of Utah

Exhibit A
Legal Descriptions

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF 200 SOUTH STREET LOCATED SOUTH 89°56'44" WEST, A DISTANCE OF 334.82 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11 AND RUNNING THENCE SOUTH 89°56'44" WEST ALONG SAID 200 SOUTH STREET, A DISTANCE OF 345.35 FEET; THENCE NORTH 0°16'13" WEST, A DISTANCE OF 660.87 FEET; THENCE SOUTH 89°44'00" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 0°15'47" WEST, A DISTANCE OF 329.90 FEET; THENCE SOUTH 88°55'26" WEST, A DISTANCE OF 541.36 FEET; THENCE NORTH 0°04'04" EAST, A DISTANCE OF 245.97 FEET; THENCE NORTH 28°49'31" WEST, A DISTANCE OF 100.98 FEET TO THE SOUTH LINE OF FOOTHILL HEIGHTS SUBDIVISION; THENCE NORTH 89°42'01" EAST, A DISTANCE OF 977.13 FEET; THENCE NORTH 0°09'49" WEST, A DISTANCE OF 9.11 FEET TO THE SOUTH LINE OF JUNIPER RIDGE SUBDIVISION PHASE 1; THENCE ALONG SAID SOUTH LINE NORTH 89°50'11" EAST, A DISTANCE OF 128.84 FEET TO THE NORTHWEST CORNER OF JUNIPER HOLLOW SUBDIVISION PHASE 1; THENCE ALONG THE WEST LINE OF SAID PHASE 1 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 29°13'07" EAST, A DISTANCE OF 60.44 FEET; 2) SOUTH 0°02'36" EAST, A DISTANCE OF 621.10 FEET; THENCE NORTH 89°34'53" WEST, A DISTANCE OF 162.92 FEET; THENCE SOUTH 0°07'41" EAST, A DISTANCE OF 43.78 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 58°13'16"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 304.85 FEET, CHORD BEARS SOUTH 28°58'56" WEST, A DISTANCE OF 291.90 FEET; THENCE SOUTH 31°54'26" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 30°08'59" EAST, A DISTANCE OF 171.31 FEET; THENCE NORTH 89°44'13" EAST, A DISTANCE OF 21.61 FEET; THENCE SOUTH 0°29'55" WEST, A DISTANCE OF 158.40 FEET TO THE POINT OF BEGINNING.

ALSO, LOT 48 OF JUNIPER ACRES SUBDIVISION AS RECORDED IN THE OFFICE OF THE CACHE COUNTY RECORDER.

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