

WHEN RECORDED RETURN TO:
MATRIX CONSULTING, LLC.
6965 Union Park Center, Suite 300
Cottonwood Heights, UT 84047

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Gary W. Ott
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 17 P.

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS
FOR
DARLING ESTATES SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for DARLING ESTATES SUBDIVISION (the "Declaration") is executed by MATRIX CONSULTING, LLC., a Utah limited liability company, of 6965 Union Park Center, Suite 300, Cottonwood Heights, UT 84047 (the "Declarant"), with reference to the following:

RECITALS

- A. Declarant is the owner of certain real property located in Salt Lake County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. Declarant has subdivided the Property into a subdivision consisting or to consist of five (5) Lots, numbered 101-105, inclusive.
- C. The Property is an area of unique, natural beauty featuring distinctive terrain.
- D. Declarant desires to provide a general plan for the development of all of the Property and for the establishment of covenants, conditions, and restrictions to enhance and protect the value and attractiveness of this uniquely attractive residential property, all in accordance with the provisions of this Declaration.
- E. The development of the Property and the construction of the improvements thereon has been, or is to be, performed in accordance with the plans contained in the Final Plat recorded or to be recorded concurrently herewith.
- F. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Subdivision.
- G. The Declarant desires by filing this Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements to submit DARLING ESTATES and all improvements now or hereafter constructed thereon to the terms, covenants, conditions, and restrictions set forth below which shall constitute equitable servitudes and shall run with the land.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Declarant hereby covenants, agrees, and declares that the Property shall be subject to the following covenants, conditions, and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:
 - a. "Accessory Building" shall mean and refer to any structure which is not the preliminary structure, contains at least one-hundred (100) square feet, requires a building permit, is not considered a shed, shack, trailer or other out-building (for which a building permit is not required), and qualifies as such under the totality of the circumstances. In the event of a dispute as to the nature of a structure, the decision of the Declarant shall be final, binding and conclusive.
 - b. "Builder" shall mean Declarant, an Owner, or a contractor who obtains a construction or occupancy permit for one or more Buildings or Homes.
 - c. "Building" shall mean an edifice or structure designed to stand more or less permanently.
 - d. "City" shall mean the City of Holladay, a municipal corporation, located within Salt Lake County, Utah.
 - e. "County" shall mean Salt Lake County, Utah.
 - f. "Entry" shall mean the entry way into the Project.
 - g. "Final Plat" shall mean the recorded "Plat Map of the DARLING ESTATES subdivision" on file in the office of the County Recorder of Salt Lake County, as amended or supplemented from time to time.
 - h. "Home" shall mean and refer to the home, dwelling, residence, living unit, or separate physical part of a Lot intended for independent occupancy and use. Mechanical equipment and appurtenances located within any one Home, or located without said Home but designated and designed to serve only that Home, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Home. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Home or serving only the Unit, and any structural members, parts, components, or any other property of any kind, including fixtures or appliances within any Home shall be deemed to be part of the Home.
 - i. "Lot" shall mean the subdivided and recorded lot within Property, and where the context so requires any Building or Home constructed thereon.

j. "Lot Number" shall mean the number and/or letter used to identify a particular Lot.

k. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

l. "Plans and Specifications" shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation, all documents indicating the size, shape, configuration, and/or materials to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

m. "Project" shall mean the DARLING ESTATES Subdivision.

n. "Property" shall mean all of real property and real property interest comprising the Subdivision.

o. "Shared Easement and Right of Way" shall mean and refer to Blue Lune Lane or Opus Court, respectively.

p. "Single Family" shall mean and refer to a "single family" as that term is defined by City ordinance. In the absence of a City ordinance the term shall mean one of the following: (1) a single person, or (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (3) a group of not more than three (3) unrelated persons who maintain a common household, to be distinguished from a group occupying a boarding house, club, fraternity, or hotel. A Single Family may include an additional natural person or persons approved in writing by the Board of Directors, such as a caretaker or domestic help.

q. "Subdivision" shall mean DARLING ESTATES subdivision according to the Final Plat.

2. Description, Legal Status, and Residential Nature of the Project. The Final Plat shows the Lot Number of each Lot in the Project and its location. All Lots shall be capable of being independently owned, encumbered, and conveyed, subject to all easements and encumbrances of record. It is intended that there will be five (5) Lots in the Project, numbered 101-105, inclusive. This is a residential subdivision and only single family residences are allowed.

3. Area of Application. This Declaration shall apply to all of the Property.

4. Right to Expand Application. The Declarant shall have the unilateral right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded, and without additional Owner approval required.

5. Easements Generally. Declarant hereby reserves to itself and grants:
- a. Common Easement. A perpetual right-of-way and non-exclusive easement over, across, and through the Project for use in common by the Declarant and Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.
 - b. Private Easement. A perpetual private non-exclusive easement for the exclusive use and benefit of the Declarant and Owners.
 - c. Declarant's Easement. An exclusive easement to the Declarant, for itself and its affiliates and assignees, to make such use of the Project as may be necessary or convenient to perform the duties and functions hereunder, including, by way of illustration but not limitation, the construction of the improvements, Lots, and Homes in the Project.
 - d. Construction Easements. A temporary construction easement to the Declarant, for itself and its affiliates and assignees, over, under, across, and through the Project for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project including all physical improvements as well as all Lots and Homes. The Owners do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors, and vibrations which may temporarily disrupt their quiet enjoyment of their Lots and Homes until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, Declarant shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners, Lots, and Homes. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.
 - e. Locations of Facilities Easements. A non-exclusive easement to the Declarant, for itself and its affiliates and assignees, to construct, operate, maintain, repair, and replace all types of telecommunication facilities, including but not limited to, roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of Facilities over, across, under, and through the Project in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement, or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner. Provided, however, and anything to the contrary notwithstanding, no cell phone or similar towers are allowed in the Project.
 - f. Property Subject to the Easement. Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to the easements and rights of way set forth herein (collectively the "Easement Area"). In the event of any sale, conveyance, or transfer of the Property to a third party, no further actions or agreements shall be necessary to effectuate such easements and said easements shall remain effective against and for the Property for the term hereof. Such easements and rights of way shall be appurtenant to and shall pass with the title to every Lot.

g. Mutual Benefits and Burdens. The mutual benefits and burdens of the easements and rights of way granted herein and as depicted on the Final Plat include:

(1) Easement. A non-exclusive easement over, to, from, under, across and through the Easement Area by emergency and service vehicles.

(2) No Barriers. No Owner or Owners shall permit or suffer to be constructed or placed upon any portion of the Easement Area any gate, fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which would unreasonably limit or impair reasonable access by emergency and service vehicles.

(3) No Construction. No Owner shall construct any building, fence or other structure of whatsoever nature or allow any use of their respective portions of the Property if such construction or use would impair the use of the Easement Area or drainage patterns or channels established by the Declarant, or violate any law, ordinance, or regulation.

h. Duty to Maintain Integrity of Established Drainage Pattern. Within these easements and rights of way, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by the Owner, excepting those improvements for which a public authority or utility company is expressly responsible. For purposes of this subsection, the term "established drainage pattern" shall mean the drainage pattern, facilities, and improvements in existence at the time a Lot is conveyed to a home purchaser by the Declarant, its successor or assign.

i. Covenant Not To Interfere. No Owner shall interfere or attempt to interfere with the land drain system or the established drainage pattern established by the Declarant and City or their successors or assigns.

j. Improvement of Lots Relative to Established Drainage Pattern. Each Owner shall be responsible to develop, improve, and landscape his or her Lot in a manner consistent with the land drain system and the established drainage pattern, and so as not to detract from, interfere with, or impair the land drain system or the established drainage pattern on any other Lot within the Project. No changes to the land drain system or the established drainage pattern on any Lot shall be permitted without the prior written consent of the City.

k. Non-Exclusive Utility Easement. A non-exclusive easement to the Declarant, and its affiliates and assignees, over, across, through, and under the Property for ingress to, egress from, and installation, replacement, repair, and maintenance of all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity, and cable communication that service the Property or any portion thereof as well as any such lines and systems

which service property owned by the Declarant.

l. Damage or Waste. Each Owner shall be strictly liable for any loss, damage, or claim caused to person or property in the Project caused by his negligence or carelessness, or that of his or her family members, tenants, renters, lessees, residents, occupants, guests, visitors, invitees, or permittees of his or her Lot or Home.

m. Encroachments. If any part of a Lot or Home encroaches or shall hereafter encroach upon an adjoining Lot or Home, then an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances on the affected Lots or Homes. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Final Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

n. Reservation of Rights. The deeds or other documents of conveyances for any Lot or Home within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements and/or licenses as are provided herein, even though no specific reference to such easements appears in any such conveyance.

6. Cross Easement and Right of Way Lots 101 and 102. Declarant hereby grants to the Owners of Lots 101 and 102 an easement and right of way over, across and through Blue Lune Lane for pedestrian and vehicular access to said Lots (the "Blue Lune Lane Easement"). Lots 101 and 102 shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to said Easement. Further, in the event of any sale, conveyance, or transfer of said Lots to a third party, no further actions or agreements shall be necessary or required to effectuate the continuation of such easement and such easement shall remain effective against and for said Lots for the term of this Agreement. The Blue Lune Lane Easement shall hereinafter be appurtenant to said Lots and each said Lot shall be benefited and burdened by a perpetual, non-exclusive easement for ingress and egress by vehicular and pedestrian traffic on, over and across the property shown as the Blue Lune Lane on the Final Plat, including the duty to maintain, repair and replace said Easement, which the Owners of Lots 101 and 102 shall share equally (collectively, the "*Mutual Benefits and Burdens*").

7. Cross Easement and Right of Way Lots 103, 104 and 105. Declarant hereby grants to the Owners of Lots 103, 104 and 105 an easement and right of way over, across and through Opus Court for pedestrian and vehicular access to said Lots (the "Opus Court Easement"). Lots 103, 104 and 105 shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to said Easement. Further, in the event of any sale, conveyance, or transfer of said Lots to a third party, no further actions or agreements shall be necessary or required to effectuate the continuation of such easement and such easement shall remain effective against and for said Lots for the term of this Agreement. The Opus Court Easement shall hereinafter be appurtenant to said Lots and each said Lot shall be benefited and burdened by a perpetual, non-exclusive easement for ingress and egress by vehicular and pedestrian traffic on, over and across the property shown as

the Blue Lune Lane on the Final Plat including the duty to maintain, repair and replace said Easement, which the Owners of Lots 103, 104 and 105 shall share equally (collectively, the “*Mutual Benefits and Burdens*”).

8. Mutual Benefits and Burdens on Blue Lune Lane and Opus Court Easements and Access Rights of Way. The Mutual Benefits and Burdens on the Blue Lune Lane and Opus Court Easements and Rights of Way include:

(a) Right of Access.

(1) For the Owners of Lots 101 and 102 an exclusive easement over, across and through Blue Lune Lane for the purpose of pedestrian and vehicular traffic between the dedicated road and their Lots.

(2) For the Owners of Lots 103, 104 and 105 an exclusive easement over, across and through Opus Court for the purpose of pedestrian and vehicular traffic between the dedicated road and their Lots.

(b) Security Gates. The Owners of Lots 1 and 2, at their sole expense, may elect to install and maintain a security gate to control access to Blue Lune Lane. The Owners of Lots 103, 104 and 105, at their sole expense, may elect to install and maintain a security gate to control access to Opus Court.

(c) Restrictions of Use and Development.

(1) No Owner shall construct any building or other structure of whatsoever nature or allow any use of said Easement if such construction or use would impair the use of any easement or right of way, or violate any law, ordinance, or regulation.

(2) The said Easements and other rights granted herein shall not be used for parking, except to the extent such an Owner is able to park on the property without impeding or impairing in any way access to a Lot or Home owned by another Owner.

(3) The Easement shall not be considered as parking available for any development or use of the Lots for purposes of compliance with parking laws, regulations, or ordinances, and each Home must be used and developed with adequate parking facilities associated with each said Lot.

(d) Fire and Emergency Access. An easement and right of way is hereby granted to all City emergency vehicles, equipment and personnel. No Owner shall interfere or attempt to interfere with said access and use.

(e) Maintenance.

(1) The Owners of Lots 101 and 102 shall be jointly and equally responsible for maintaining Blue Lune Lane at their sole cost and expense.

(2) The Owners of Lots 103, 104 and 105 shall be jointly and equally responsible for maintaining Opus Court at their sole cost and expense.

(3) Each Owner shall be equally responsible for his or her pro rata share of the costs of such maintenance.

(4) Blue Lune Lane and Opus Court shall be maintained in (i) a condition that allows motor vehicles, including without limitation emergency vehicles such as ambulances, police and fire vehicles, reasonable access each and every Building on the Property and (ii) at least as good as the condition that is required for streets maintained by the City.

(5) No Owner of Lots 103, 104 and 105 shall be liable for maintenance costs of Opus Court unless these two conditions are satisfied: First, such maintenance costs are reasonably necessary to satisfy the maintenance requirements of this Subsection (e); and secondly, the maintenance work is requested in writing by at least two of the three Owners.

(6) No Owner of Lots 101 and 102 shall be liable for maintenance costs of Blue Lune Lane unless these two conditions are satisfied: First, such maintenance costs are reasonably necessary to satisfy the requirements of this Subsection (e); and secondly, the maintenance work is requested in writing by both Owners; provided, however, in the event the two Lot Owners are unable or unwilling to agree, then the Owners of Lots 103, 104 and 105 shall act as the tie-breakers; that is, if requested, the decision of at least two of the three Owners of Lots 103, 104 and 105 shall be final, binding and conclusive.

(f) If any Owner fails to pay for such Owner's percentage share of reasonably necessary maintenance costs as required pursuant to a written request in accordance with subparagraph (3) above, then the other Owners shall be entitled (1) to obtain an injunction or court order requiring such payment of costs, or (2) to undertake all reasonably necessary maintenance and bill each Owner for such Owner's percentage share of the maintenance costs. If an Owner has not paid such Owner's respective percentage share of the reasonably necessary maintenance costs within thirty (30) days of receiving the written invoices for the costs of such maintenance, any other Owner actually paying for such costs shall have a lien against the Property of the Owner who refuses to pay such costs in the amount of the unpaid percentage share of such costs plus interest at the rate of five percent (5%) from the date such costs were incurred. For purposes of enforcing this Agreement, the Owners shall be considered an association as defined in Utah Code § 57-8a-102(2)(a) with regard to the right to maintain and foreclose a lien in the amount of the percentage share of the costs of maintaining the Easements; and each Owner shall be considered the manager and agent of such association for the limited purpose of foreclosing the lien pursuant to the procedures set forth in Utah Code Annotated, Section 57-8a-302.

(g) Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenant to the affected portions of the Properties and none of the easements

and rights may be transferred, assigned, or encumbered, except as an appurtenance to such Properties. For the purposes of such easements and rights, the Properties as a whole and the particular areas which are benefited by such easements shall constitute the dominant estate and the particular areas of the Properties which are burdened by such easements and rights shall constitute the servient estate.

(h) Nature and Effect of Easements. Each and all of the easements, restrictions and covenants, and provisions contained in this Agreement: (a) are made for the direct, mutual, and reciprocal benefit of the Properties; (b) create mutual equitable servitudes upon each Property in favor of the other; (c) constitute covenants running with the land; (d) shall bind every person or entity that may have, or acquire any fee, leasehold or other interest in any portion of the Properties at any time or from time to time to the extent that such interest is affected or bound by the easement, covenant, restriction or provision or to the extent that such easement, covenant, restriction, or provision is to be performed by such person.

(i) Taxes. The Owner of each Property shall pay or cause to be paid all real estate taxes and special assessments which are levied against that portion of the Shared Easement and Right of Way on the Owner's respective Property prior to delinquency of such taxes or special assessments.

(j) No Third Party Enforcement. It is the intent of this Agreement that only the parties hereto or their successors or assigns in title shall be entitled to enforce or bring an action to enforce the terms hereof and no tenant, occupant or other third party is an intended beneficiary hereof, and any benefits flowing to such persons are merely incidental. In addition, it is the intent of Grantor that no third party shall have an independent right of action hereunder.

(k) No Public Dedication. Nothing contained in this Agreement shall, constitute a gift or dedication of any portion of any Lot to the general public or for any public purpose whatsoever.

(l) Waiver. No waiver of any breach of any of the terms hereof shall be construed or constitute a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same or other covenant or term of this Agreement.

(m) Enforcement and Severability. If any party to this Agreement takes action to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees incurred in any reasonable enforcement of this Agreement. If any term or provision hereof shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.

(n) No Merger. It is the express intent of Owners that this Agreement remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Owners or its successor-in-interest, notwithstanding the fact that Owners is the owner of all of the Owners' Properties and may presently

or may in the future have the sole right to possess or sell and divest itself of all of the Owners Property.

7. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.

8. Minimum Requirements for Homes. No Home or Improvement to or on a Lot shall be constructed or altered unless it meets the minimum requirements of the City.

9. Landscaping. All landscaping on a Lot shall be completed by the Owner within one (1) year of completion of the construction of a home. Unimproved Lots shall be maintained in accordance with City or County standards.

10. Accessory Buildings. Accessory Buildings are considered conditional uses. There is no right to construct or install an Accessory Building on a Lot. Written approval by the Declarant is required. Each application to construct or install an Accessory Building will be evaluated separately by the Declarant, subject to the following guidelines: (1) Any detached Accessory Building must conform in design and construction materials with the primary residential Home, and (2) The maximum height of an Accessory Building shall be twelve (12) feet. Tin sheds are not allowed. If there is a dispute of any kind whatsoever, including whether a structure is an Accessory Building, the decision of the Declarant shall in all instances be final, conclusive, and binding.

11. Swimming Pools and Outdoor Kitchens. High end swimming pools, hot tubs, enclosed changing rooms/cabana, stand alone outdoor grilling kitchens and related amenities are allowed.

12. Approval. The Declarant is responsible to review and approve all architectural plans and specifications at this Project. In the event that the Declarant fails to approve any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be considered "approved."

13. No Waiver of Future Approvals. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

14. Limitation of Liability. Neither the Declarant nor any of its employees, agents, representatives, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant and its employees, agents, representatives, or consultants harmless from any and all loss, damage, or liability he or she may suffer, including

defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans, and specifications.

15. Slope and Drainage Control. No structure, plant, improvement, or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his or her Lot strictly conforms with the grading and drainage plan established by the Declarant, Salt Lake County, and Draper City.

16. Use Restrictions and Nature of the Project. The Property is subject to the following initial use restrictions, which shall govern both the architecture and the activities within the Project:

a. Single Family Residence. No Lot shall be used except for residential purposes and no more than one (1) single family may reside in a Home as that term is defined by local ordinance; provided, however, if permitted by the local zoning ordinance, mother-in-law-type apartments are allowed.

b. Business Use and Home Occupation Guidelines. No resident may operate a commercial trade or business in or from his or her Lot with employees of any kind or with customers who are not residents of the Project, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Lot. No commercial trade or business may be conducted in or from a Lot unless (1) the business activity conforms to all home occupation and zoning requirements governing the Project; (2) the operator has a city issued business license; and (3) the business does not create a nuisance.

c. Motor Vehicles. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any driveway or Home or to create an obstacle or potentially dangerous condition. Motor vehicles shall be parked in the garage or driveway. No resident shall repair or restore any vehicle of any kind in, on or about any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. All garages shall be used primarily for the parking and storage of vehicles. Parking on the street overnight is prohibited. Except for purposes of loading or unloading passengers or supplies, for a period of time not to exceed twenty-four (24) hours, all recreational, commercial, and oversized vehicles must be stored in the garage or on a parking pad; provided, however that (a) the motor vehicle is in good running condition, (b) the motor vehicle or trailer is properly licensed and registered, (c) the parking pad is located in the rear yard, which means behind the geometric plane of the front of the house, and (d) a parking pad fence has been installed in accordance with the approved plans. Eighteen wheeled semi-

trailers or other similar transportation devices are not allowed. No temporary carport or canopy may be installed in the front, side, or rear of the Lot.

d. Trash and Garbage Pick-Up. No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish, or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.

e. Aerials, Antennas, and Satellite Systems. All exterior aerials, antenna and satellite dishes (collectively "antenna") must be installed and positioned in accordance with FCC guidelines, rules and regulations, as they may be amended or supplemented from time to time.

f. Animals and Pets. Large animals as that term is defined by City ordinance are not allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred in the Subdivision. Animal limitations are in accordance with the Holladay City Animal Ordinance. In the event there is not city ordinance, up to two (2) domestic pets as that term is defined by city ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance or violate City ordinance.

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

h. Damage or Waste. Each Owner shall repair any damage he or she or any other residents, guests, or invitees of his or her Lot may cause to another Owner, Lot, or Home, and promptly restore the property to its original condition.

i. Signs. No signs, billboards, or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 4' x 4' for specific purpose of advertising the sale of a Home; provided, however, this restriction does not apply to and is not binding upon the Declarant, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs on a Lot or showing from a Home are strictly prohibited.

j. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Project land use and buildings.

k. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother, or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. A violation of any use restriction set forth herein shall be considered a nuisance.

l. Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn, or other out-building shall be

constructed, installed, or used on any Lot at any time as a residence; provided, however, a construction trailer may be permitted on a Lot during the construction of a Home thereon.

17. Leases. There are no leasing or rental restrictions.

18. View Impairment. The Declarant does not guarantee or represent that any view over and across any property, including any Lot or Building will be preserved without impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

19. Declarant's Sales Program. Anything to the contrary notwithstanding, for so long as Declarant continues to own a Lot in the Subdivision the following provisions shall be deemed to be in full force and effect. No Owner or occupant shall interfere or attempt to interfere with the completion of improvements, promotion and/or sale of Lots owned by Declarant or Homes constructed thereon. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Homes at any one time. Such office and/or models may be one or more of the Homes owned by the Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, signs, banners, or similar devices. Declarant shall have the right to remove from the Project any signs, banners, or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment. Any Mortgage covering all Lots or Buildings in the Project, title to which is vested in Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections, and controls which are accorded to Declarant (in its capacity as Declarant) herein.

20. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

21. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner

or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

22. Enforcement and Right to Recover Attorneys Fees. Should the Declarant or an aggrieved Owner be required to take action to enforce or construe the Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

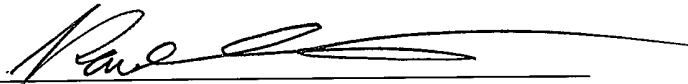
23. Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or its agents, representatives, and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

24. Amendments. This Declaration may be amended by the Declarant at any time and for any reason without any other approval required. When all of the Lots have been sold, then this Declaration may be amended by the affirmative written approval of two-thirds (2/3) of the Owners and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah; provided, however, so long as the Declarant shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without Declarant's express prior written consent.

25. Duration. The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a writing signed by all Owners prior to the anniversary date.

Dated the 20 day of August, 2015.

DECLARANT:
MATRIX CONSULTING, LLC.

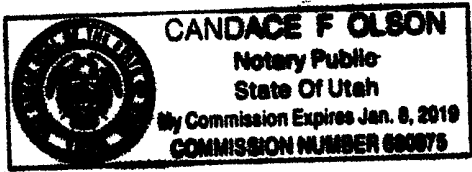
By: 
Name: J. Paul Christensen
Title: Managing Member

ACKNOWLEDGEMENT

STATE OF UTAH)

:ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me the 20 day of August, 2015 by J. Paul Christensen, who is the Managing Member of MATRIXX CONSULTING, LLC., a Utah limited liability company, and said duly acknowledged to me that he executed the same pursuant to a Resolution of Members and/or its Articles of Organization and Operating Agreement.



Candace F Olson
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

ORDER NUMBER: 4705

EXHIBIT "A"

Lot 101 through 105, DARLING ESTATES SUBDIVISION, according to the official plat thereof on file and of Record in the SALT LAKE Recorders Office.

Parcel 1A: (Easement Estate Interest)

Together with a 33 foot right of way, the West line of which runs as follows: Beginning at the Northwest corner of the above described tract of land and running thence North 539.5 feet, more or less, to a public street known as Pheasant Way.

Parcel 1B: (Easement Estate Interest)

Together with a private right of way known as Blue Lune Lane as shown on the recorded plat