


Once Recorded, Mail To:
Browns Meadow Development
PO Box 95410,
South Jordan, UT 84095



ENT 16505:2024 PG 1 of 13
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Mar 14 04:12 PM FEE 78.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

Utah County Tax Parcel No. 590510027

**DECLARATION OF COVENANTS, CONDITIONS,
& RESTRICTIONS FOR
BROWNS MEADOW SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Browns Meadow Subdivision is made as of the 8 day of March, 2024 by Browns Meadow Development LLC., a Utah limited liability company (the "Declarant".)

ARTICLE I

RECITALS

WHEREAS, the Declarant is the owner of certain land situated in the Browns Meadow area of unincorporated Utah County, Utah, more particularly described on the attached Exhibit "A" (the "Property" or the "Subdivision"); and

WHEREAS, the Declarant desires to subject the Property to covenants, conditions, restrictions, easements, reservations, limitations and equitable servitude set forth in this Declaration to: (i) ensure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of Property by Declarant and all other persons or entities who may subsequently acquire an interest in the Property, and (iii) create a residential development of high quality.

ARTICLE II

DECLARATION

Declarant hereby incorporates the recitals set forth above and submits the Property to the provisions of this Declaration and declares that the Property and each Lot, tract or parcel thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, reservations, limitations and equitable servitudes (collectively, the "Covenants and Restrictions"), all of which are declared and agreed to be in furtherance of the protection, maintenance, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The Covenants and Restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property and any Lot therein, and may be enforced by Declarant or by any Owner.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit Declarant's right to complete development of the Property in accordance with the plan therefore as the same exists or may be modified from time to time by Declarant nor prevent normal construction activities during the construction of any Improvements within the Subdivision. No development or construction activities shall be deemed to constitute a

nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by Declarant, provided that such waiver shall be for a reasonable period of time and shall terminate upon completion of the construction activities. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

In the event of any conflict between the provisions of this Declaration and the requirements of the applicable ordinance of the County or any municipality which may annex any portion of the Property (as to that portion or portions), the more restrictive provisions shall control.

ARTICLE III

DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

Annex or Annexation: The process by which additional tracts or parcels of land, including platted Lots improved with single family dwellings thereon, not initially a part of the Property, are made subject to this Declaration.

Architectural Control Committee: A committee consisting of **three (3) members**, the function of which shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for **all structures, Improvements, and Buildings to be erected or remodeled on Lots within the Property**, so that all structures shall conform to the restrictions contained herein and to the general development plans of the Declarant, for the benefit, improvement and Development of the Property. In exercising its duties as defined in this Declaration, the Architectural Control Committee shall use as its standards for approving or rejecting any plans or specifications the criteria contained in this Declaration. In following the guidelines contained in this Declaration, the Architectural Control Committee shall act reasonably and not arbitrarily in approving or denying plans brought before it. Nothing in this paragraph shall be construed as authorizing or empowering said Architectural Control Committee to waive any restrictions which are set forth in this Declaration, except as herein specifically provided. The Architectural Control Committee may act by any **two (2) of its members**, and any authorization, approval or action taken by the Committee must be in writing signed by a minimum of two (2) members of said Committee. **Until the expiration of the time set forth in Section 6.02** herein, the Declarant, in its sole discretion, shall have the right to appoint and remove the members of the Architectural Control Committee, and thereafter, the members of the Architectural Control Committee shall be selected by a Majority Vote of the Owners.

Basement: Any living area which is more than four feet (4') feet below the average street grade in front of the structure.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

County: Utah County, State of Utah.

Declaration: This instrument as it may be amended from time to time.

Development: The project to be undertaken by Declarant resulting in the improvement of the Subdivision or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other Improvements.

Drainage Swale(s): The areas identified on the Subdivision **Plat as Public Utility and Drainage Easements ("PUDEs")** located within or adjacent to the road right of way, including any drainage basins and interconnecting pipelines, for purposes of directing and managing storm water runoff.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, driveways, storm drains, water systems, sprinkler pipes, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, recreational equipment, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of the Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent Improvements on a Lot.

Lot: A legally described tract or parcel of land created by the Subdivision.

Majority: Fifty-one percent (51%) or more.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use Building or Improvement on a Lot, whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Out-Building: Any structure including extra garage, storage building, shop building, barn or similar structure not attached to the residential dwelling.

Owner: A person or persons or other legal entity or entities, including Declarant, holding fee simple title to a Lot in the Subdivision, but excluding those having such interest merely as security for the performance of an obligation, but including any mortgage (of any priority) or other security holder provided said mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder of the County, as the same may be amended by duly recorded amendments thereto.

Subdivision: The whole of the Property (also sometimes referred to herein as "Property").

Supplemental Declaration: The additional or different conditions, covenants, restrictions and easements relating to a particular tract or parcel of real property within the Subdivision promulgated by Declarant and recorded in the official records of the County. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Declaration" shall include "Supplemental Declaration".

ARTICLE IV

PURPOSE

The Property is hereby made subject to the Covenants and Restrictions, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors-in-interest and assigns, to insure the proper design, development, improvement, use and maintenance of the Property for the purpose of protecting and enhancing the investment and use of all Lots and Improvements.

ARTICLE V

5.01 Use. Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. A Lot contiguous to an Owner's home may be purchased and used by such Owner for a detached garage, barns, corrals, or pasturing of animals following the guidelines of animal usage set forth by the County. Additional structures must be approved by the Architectural Control Committee and a building permit must be issued by the County.

5.02 Buildings. No Lot shall be improved with more than one (1) dwelling unit. Unless ADU's (Accessory Dwelling Units) may be approved by Eagle Mountain City and the Architectural Control Committee. Each dwelling unit shall have an attached three (3) car garage. Detached garages or barns may be constructed on a lot with approval of Eagle Mountain City and the Architectural Control Committee.

5.03 Prohibited Buildings/Uses. No trailer or other vehicle (including recreational vehicles), tent, shack, garage, accessory building or out-building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done or any use made thereon or thereof which may be or become an unreasonable annoyance, nuisance or unreasonably dangerous or hazardous to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. Nothing herein is intended to prohibit Declarant from placing a construction trailer on a Lot or making reasonable use of construction equipment or otherwise undertaking efforts to develop the Subdivision.

5.04 Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dish larger than twenty-four (24) inches, shall be erected or maintained on a Lot without first obtaining written approval the Architectural Control Committee or a Majority of the Owners of the Lots within the Property.

5.05 Lighting. All exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on any neighboring Lot(s). Reasonable holiday lighting and decorations may only be displayed during the holiday periods.

5.06 Animals. Animals will be allowed subject to and in accordance with any and all city ordinances pertaining to same. Animals kept on any Lot shall not unreasonably bother or constitute a nuisance to other Lot Owners or their Property. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot. All animal waste shall be cleaned up on a regular basis as to not attract flies and create a nuisance for other Lot Owners

5.07 Commercial Use. Any commercial use from residence must create minor traffic and must not be a hinderance of other members of the community. As well must follow guidelines of Eagle Mountain City.

5.08 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- a) Each Owner of a Lot shall maintain all Improvements and landscaping located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, windows unbroken, rubbish and debris removed and otherwise maintain the same in a neat and aesthetically pleasing condition.
- b) All main utility supply lines for the Subdivision runs underground down both sides of the roads within twenty-five (25) feet of the edge of asphalt with the exception of domestic water which run under the asphalt. Water, power, and internet underground routing from the main supply corridor into each home will vary on locations. **It is the responsibility of each landowner to locate all underground infrastructure prior to digging, planting, boring or other ground work.**
- c) All damage to any Improvements shall be repaired as promptly as is reasonable possible.
- d) A Building which is vacant for any reason shall be kept locked in order to prevent entrance by vandals.
- e) Each Owner of a Lot shall create and maintain the Drainage Swale, drainage basin and interconnecting pipeline to protect the integrity and intended purpose for water runoff. This includes weed control, swale and basin depth, unobstructed water flow, building restrictions, approved landscaping materials and any other city ordinance requirements. Any modification to the drainage swales must first be approved by the Eagle Mountain City engineer, then by the Architectural Committee.
- f) Each Owner of a Lot shall maintain the immediate areas surrounding fire hydrants in accordance with the International Fire Code (IFC) of 2012. This includes weed control and unobstructed access surrounding the hydrant and the underground valve access of a minimum three feet (3') surrounding said installation.
- g) All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- h) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public

or private right-of-way or otherwise kept in the open or exposed to public view.

- i) Any event or condition on a Lot which creates an unsightly or blighting influence shall be corrected, removed or screened from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
- j) Indoor and outdoor water supply is provided by Eagle Mountain city water. Each Owner is required to comply with the terms of the Water Declaration and with Eagle Mountain City rules and regulations, as revised from time to time.

The provisions of this Section 5.08 shall not apply to Lots owned by a builder or by Declarant, which is used for open space or is otherwise in a predevelopment status.

5.09 Boats, Campers, and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, excavation and backhoe equipment, small construction equipment and garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept in an enclosed structure or screened from public view; and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Subdivision. Three to four rail fencing will meet requirements for screening as long as items are stored in a neat and orderly fashion. The parking of tractor trailers, their detached trailers, and cabs are prohibited, except for the express purpose of moving into or out of the home, for a maximum duration of one week. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. No other use of a garage or conversion of a garage, which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed, shall be permitted. Parking on the lawn or in a public or private right-of-way within the Subdivision, other than for temporary purposes not to exceed forty-eight (48) hours, is prohibited. No inoperative vehicle shall be parked or stored at any time on a public or private right-of-way within the Subdivision or Lot unless wholly within an enclosed structure or not exposed to public view. No long term repairs of an inoperable vehicle shall be undertaken except in the Owner's garage. Minor repairs and upkeep of vehicles will be allowed on each Lot.

5.10 Garage Doors. Garage doors shall be kept closed except when open for a temporary purpose.

5.11 External Energy Devices. No energy producing devices including, but not limited to, solar panels and generators of any kind, shall be constructed, installed or maintained on any Lot, except as follows:

- a) Heat pumps, air conditioning compressors, evaporative coolers, or similar appliances. Owners making use of such equipment shall take reasonable efforts to mitigate the sound of such equipment and to screen it from public view from the front of a Lot.
- b) The use of generators and other external energy producing devices shall be authorized on a temporary basis in the event and during the period of any emergency.

- c) Solar panels may be used to supplement or replace electricity usage within an Improvement, but such panels shall be reasonably screened or hidden from view from the front of a Lot. Roof installations visible from the front of the Lot shall be made to blend with the construction of the roof in color and materials as much as possible. Roof installations visible from the front of the Lot must be approved by the Architectural Control Committee at least thirty (30) days prior to commencement of construction. All solar panel must lay flat on the roof.
- d) Small wind devices will be acceptable.

5.12 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for sale or rent by displaying a single neat, reasonably sized "For Sale" or "For Rent" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing may be displayed on a Lot during the construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Declarant shall regulate project and builder signage during the development phases of construction and marketing of homes within the Subdivision.

5.13 Subdividing. No Lot which has been platted and approved as a final building or residential Lot (whether for single-family buildings or otherwise) may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prevent an Owner transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property. In addition, the conveyance of a significant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

5.14 Landscaping. Each Owner shall install yard landscaping on the Owner's respective Lot within a reasonable timeframe.

- a) **Front Yard.** Front Yard landscaping shall be substantially completed within twelve (12) months after issuance of the certificate of occupancy for the Improvements. Front Yard landscaping shall include the Drainage Swale in front of each Lot. Vegetable gardens are prohibited in any front yard landscaping.
- b) **Drainage Swale Areas of Roadways.** Each Owner shall install a minimum of two (2) trees in the front of each Lot, Thirty feet (30') feet from the edge of asphalt boundary of the roadway. In the areas where there is a gravel trail built, that distance is Thirty-eight feet (38') Species of trees to be planted and location of said trees shall be subject to and in accordance with the Water Declaration. Only native, dry-land grasses or 3 inch minus stone riprap shall be permitted in the Drainage Swale unless said Owner first obtains written approval for a different landscaping plan from the Architectural Control Committee or a Majority of the Owners of Lots within the Subdivision. In no event shall the Owner install hard surface paving (bricks, blocks, concrete, etc.) in the Drainage Swale in front of the Lot.

- c) Driveways. Each Owner shall install concrete, asphalt paving on all driveways from the Subdivision roads into each Lot and up to the garage or other building structure so as to eliminate carryover of mud and other debris onto Subdivision roadways from said Lot.
- d) Backyard. Each Owner shall install backyard landscaping within three (3) years of the date of issuance of certificate of occupancy for the Improvements.
- e) All landscaping must comply with the Eagle Mountain City's water plan. It is recommend that no more than 10,000 sq ft of sod should be planted in each lot.

5.15 Fencing. Fencing shall be permitted on any Lot subject to and in accordance with applicable County ordinances and must be decorative and private in nature. Three to four rail vinyl fencing is considered to meet requirements. Solid fencing shall be limited to enclosing the backyard. Three and Four rail fence may be installed in front yard and front-side yards (in front of the house set back line). Fencing material shall be limited to brick, stone, decorative concrete or vinyl. Vinyl fencing shall be of a neutral or white color. Wood, chain-link and field fencing on a post may be appropriate for back lot improvements but must be approved by the Architectural Control Committee at least thirty (30) days prior to commencement of construction. A kennel or dog run may be constructed of chain-link. No kennel or dog run may be maintained closer than twenty-five (25) feet to any dwelling and such kennel or dog run shall be fully enclosed within a backyard fence. Corrals for large animals may be portable panels, welded pipe fence painted white or neutral in color, vinyl fence with hot wire, or masonry in construction.

5.16 Architectural Requirements. Owners will maintain their Lots and Improvements in substantially the same condition and appearance at the time of initial occupancy by the initial purchases of said Lot.

- a) Architectural Control Committee. All building plans must first be submitted to the Architectural Control Committee for approval prior to submitting to the County for permit. The Architectural Control Committee will approve or deny plans based on size, design and color elements, in order to maintain the architectural integrity of the Subdivision.
- b) Size of Homes. Rambler/ranch style homes shall have a minimum of one thousand eight hundred (1,800) square feet on the main level. Two story homes shall have no less than Twelve Hundred (1,200) square feet on the main level and not less than Eight Hundred (800) square feet on the second level for a minimum square footage requirement of two thousand (2,000) square feet. Multi-level homes must have a minimum of one thousand eight hundred (1,800) square feet of above grade living space. Each dwelling shall have no less than a three (3) car garage.
- c) Exterior Requirement. No structure shall be built with less than one hundred percent (100%) of all the faces of the structure of brick, stone, stucco, fiber cement board, or masonry products. All

structures shall be built with at least two (2) of the permitted materials.

- d) Roof Designs. Roof pitches must be within a range of 4/12 to a 12/12 slope. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. tile, aluminum or copper shingle or continuous metal. Mansard, fake mansard, "A frame", gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters and chimney caps shall be made of anodized aluminum, copper or galvanized metal painted to match the adjacent roof color.
- e) Windows. No mirrored or reflective glass shall be used. Following occupancy, window coverings shall be installed on the interior of each front or side yard facing window with neutral linings. Sheets or other temporary window coverings shall only be permitted for two months after moving into the home. Reflective window coverings are prohibited.
- f) Out-Building. Out Buildings, such as garages, storage building, private shop building, barn or similar structure, shall be similar in construction to the residential home building but can be constructed of frame, free standing metal, pole barn or other similar construction with suitable exterior faces. All structures must be permanent and built with the other requirements contained within this document and may not be closer than thirty feet (30') from the residential dwelling. All out buildings must be approved by the Architectural Control Committee or a Majority of the Owners
- g) No used or Temporary Structures. No previously erected, used or temporary structure, mobile home, trailer house or any other non-permanent structure may be installed or maintained on any Lot. No metal storage building or metal storage shed shall be permitted on a Lot unless approved in writing by Architectural Control Committee or a Majority of the Owners within the Subdivision, and further provided that such storage building or shed is fully enclosed by fencing as set forth herein and not readily visible from the street in the front of the Lot.

5.17 Other. The discharge of firearms, with the exception of "B-B" guns and pellet guns, is prohibited. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from the streets or adjacent Lots. No such items shall be allowed to remain on Lots so as to be visible from adjacent Lots when not in use.

5.18 Exemption of Declarant. Nothing herein contained shall limit the right of Declarant to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, right-of-way or easements to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the property owned or controlled by Declarant, or to alter the foregoing and its development plans and designs, or construct additional Improvements as

Declarant deems advisable in the course of Development of the Subdivision. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonable necessary.

ARTICLE VI

MISCELLANEOUS

6.01 Term. This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2064, unless amended as hereafter provided. After December 31, 2064, said covenants, conditions, restrictions and easements shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Declaration and such written instrument is recorded with the County Recorder.

6.02 Amendment. This Declaration may be amended as follows.

- a) **By Declarant.** Until five (5) years from the date title to all Lots within the Subdivision are conveyed by Declarant to an Owner other than Declarant, this Declaration may be amended or terminated by Declarant by recordation of a written instrument signed by the Declarant and acknowledged setting forth such amendment or termination.
- b) **By Owner(s).** After the date as specified in 6.02 above, the provisions of this Declaration may be amended by an instrument in writing, signed and acknowledged by sixty-seven percent (67%) of Owners and such amendment shall be effective upon its recordation with the County Recorder.

6.03 Non-Waiver. The failure of Declarant or any Owner in any one or more instances to insist upon the strict performance of any of the Covenants and Restrictions or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

6.04 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale, and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the Covenants and Restrictions and agrees to be bound by the same.

6.05 Limitation of Liability. Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no representations or warranties whatsoever that the plan presently envisioned for the complete Development and use of the Property can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular use, or that if land is one used for a particular use, that such use will continue in effect. Declarant shall not be liable to any Owner for any action taken or omitted to be taken so long as the conduct of Declarant was in good faith, except such as may arise from the willful misconduct or gross negligence of Declarant.

6.06 Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally or by overnight courier, postage prepaid. If delivery is made by overnight courier service, it shall be deemed to have been delivered on the next business day after the same has been deposited with the overnight courier service, postage prepaid, property addressed.

6.07 Interpretation. The provisions of this Declaration and any Supplemental Declaration shall be liberally construed to effectuate the purposes stated herein and shall be construed and governed by the laws of the State of Utah. 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 include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

6.08 Breach; Enforcement. Each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure of any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration, he or she shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees, including those on appeal, incurred by the party enforcing them. Declarant shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person.

6.09 Attorneys' Fees. In the event of any action for a breach of or to enforce any provisions or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorneys' fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

6.10 Severability; Invalidity. Notwithstanding anything herein to the contrary, each of the provisions hereof shall be deemed independent and severable and the invalidity or enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way affect any other provisions of this Declaration and such other provisions shall remain in full force and effect.

6.11 Annexation. The Declarant shall have the right, but not the obligation, from time to time in its sole discretion, to expand the Property by annexing additional land that is contiguous with the Property into the Property and subjecting the same to this Declaration. The Declarant shall effectuate such Annexation by recording in the office of the County Recorder: (a) one or more subdivision plats containing such lands to be Annexed and (b) a Supplemental Declaration to this Declaration referencing this Section 6.11 and adding such additional lands into the definition of the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first hereinabove set forth.

DECLARANT:

BROWNS MEADOW DEVELOPMENT LLC,
a Utah Limited Liability Company

By: *Garrett M. Schmidt*
Garrett M. Schmidt, Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 12th day of March, 2024, personally appeared before me Garrett Schmidt, who being by me and duly sworn did acknowledge that he is a Manager of Browns Meadow Development LLC, a Utah limited liability company and acknowledged to me that said Company executed the same.

Camille Winn
Notary Public

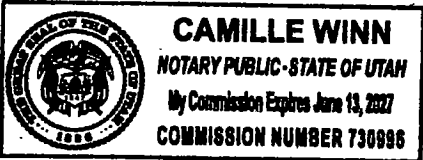


EXHIBIT A
LEGAL DESCRIPTION

~~Proposed~~ Browns Meadow, being more particularly described as follows:

~~A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF THE
NORTHEAST
QUARTER OF SECTION 19, AND
THE
SOUTHWEST
QUARTER OF
THE NORTHWEST QUARTER OF
SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 6
SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING
THENCE SOUTH 89°42'52" WEST ALONG THE SECTION LINE A DISTANCE OF
900.29 FEET;
THENCE NORTH 00°02'02" WEST 214.95 FEET; THENCE NORTH 89°57'57" EAST
105.80 FEET; THENCE NORTH
FEET THENCE SUTH 89°49'26" EAST 843.43 FEET THENCE SOUTH 00°02'26" EAST 47.55
FEET HENCE SOUTH
SAL RCHT-ST WAY LNE A DSTANCE OF 495.66 PEET TO INE SE HON LNE
THENCE NORTH 95°49'5" WEST ALONG
SLONG THE SECTAN LINE A DISTANCE OF 164.64 FEET TO THE POINT OF
DEGNING.
CONTAINS 1,552,246 SQUARE FEET OR 35.635 ACRES, MORE OR LESS.~~