

AFTER RECORDING, RETURN TO:

Alan Johnson

J.C.C.C., L.L.C.

P. O. Box 180

Grantsville, Utah 84029

E 186517 B 775 P 379
Date 28-AUG-2002 3:16pm
Fee: 44.00 Check
CALLEEN PESHELL, Recorder
Filed By JPT
For ALAN D JOHNSON
TOOELE COUNTY CORPORATION

**DECLARATION
OF
RESTRICTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
HERITAGE GROVE SUBDIVISION**

WHEREAS, J.C.C.C., L.L.C., a limited liability company ("Declarant"), is the legal and beneficial owner of a certain tract of land situated in Tooele County, State of Utah, described as follows (the "Subdivision"):

See Exhibit "A" attached hereto and incorporated herein by reference.

to be known as:

HERITAGE GROVE SUBDIVISION consisting of Lots 1 through 42 (inclusive), including the 3.25 acre Church site (Phase 1, Parcel A), the Park site and a retention basin (Phase 1, Parcel B) and the Trail System, according to the official plat or plats thereof as recorded in the office of the Tooele County Recorder (the "Plat").

WHEREAS, Declarant desires to established a general plan for the development, improvement, maintenance and protection of the Properties included within the Subdivision (excluding Phase 1, Parcel A) (the Subdivision excluding Phase 1, Parcel A is hereinafter referred to as the "Project") and Declarant desires to subject the Project to the Restrictive Covenants, Conditions, and Restrictions ("Restrictions"), as set forth in Articles I through VIII, all inclusive hereof;

NOW, THEREFORE, Declarant declares that the Project shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated and used subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "**Association**" shall mean and refer to HERITAGE GROVE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "**Owner**" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "**Properties**" shall mean and refer to that certain real property described heretofore (excluding the 3.25 acre Church site), and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Additional phases of the Heritage Grove Subdivision project may be brought into the Association by Declarant without the consent of the Owners.

Section 4. "**Common Area**" shall mean all real property (including the improvements thereto) owned or hereinafter acquired by the Association for the common use and enjoyment of the Owners.

Section 5. "**Declarant**" shall mean and refer to J.C.C.C., L.L.C., a Utah limited liability company, its successors and assigns.

Section 6. "**Lot**" shall mean and refer to a Lot shown upon any recorded subdivision map of the Project with the exception of Common Areas, and to any parcel of said property under one ownership consisting of a portion of one or more of such Lots and/or contiguous portions of two or more contiguous Lots and upon which a dwelling has been constructed and occupied.

Section 7. "**Committee**" shall mean and refer to the ARCHITECTURAL COMMITTEE established under Article V, below, unless the context indicates otherwise.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge assessments for the maintenance of the Common Areas;
- (b) the right of the Association to charge a setup fee to an Owner when title to a Lot passes from Declarant to an Owner other than Declarant;

(c) the right of the Association to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its public rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and the City of Grantsville. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by two-thirds (2/3) of each class of members.

(e) under no circumstances shall the Common Areas be sold to any private person or entity. The uses of the Common Areas are solely for open space or recreational purposes.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Every person or entity who is a record Owner (including contract sellers) of a fee or undivided fee interest in any Lot located within said property shall by virtue of such ownership, be a member of the Association. When more than one person holds such interest in any occupied Lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The Association shall maintain a member list and may require written proof of any member's Lot ownership interest. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. In the event of conflict between the terms and provisions of the Declaration, Bylaws, and Articles of Incorporation, the terms of the Declaration shall prevail.

Section 2. Annexation. As each additional phase of Heritage Grove Subdivision project is formed, the Declarant may, at its option, without any approval from the Association, integrate into or bring within the jurisdiction of the Association the new phase by virtue of recording Restrictive Covenants which shall provide, with all restrictions and privileges applied, that the Owners of Lots in such additional phases shall be members of the Association. As a precondition of such annexation, the restrictive covenants for any such additional phase must be substantially the same as these restrictions.

Section 3. Inspection of Association Records. The financial reports, books and records of the Association may be examined, at a reasonable time, by any member of record.

Section 4. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required. When more than one person owns a portion of the interest required for membership, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership; provided that the Class B membership shall cease and be converted to Class A membership on the occasion of either of the following events, whichever occurs first:

(A) When the total votes outstanding in the Class A membership equal seventy-five percent (75%) of the Lots, or

(B) December 31, 2007.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Bylaws of the Association.

Section 5. Officers and Trustees. At the Association members' first annual meeting after the expiration of The Class B Members Right to Elect Trustees, a Board of Trustees of the Association shall be elected by ballot of those attending said meeting or voting by proxy. The members shall elect two (2) Trustees for a term of three (3) years, two (2) Trustees for a term of two (2) years, and one (1) Trustee for a term of one (1) year: and at each annual meeting thereafter the members shall elect Trustees for a term of two (2) years.

Class B voting members shall have the exclusive right to nominate and elect all of the Association's Board of Trustees until such time as Class B membership ceases, or December 31, 2007, whichever event occurs first.

Section 6. Common Areas Matters. Grantsville City shall not be responsible for maintenance of any Common Areas. Under no circumstances shall the Common Areas be sold to any private person or entity. The uses of the Common Areas are solely for open space or recreational purposes.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) semi-annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The

semi-annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them. The lien may be foreclosed in the same manner as is then used for non judicial foreclosure of trust deeds, with the attorney for the Association being designated as the trustee, the Lot owner as trustor and the Association as beneficiary.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Project and for the improvement and maintenance of the Common Areas, irrigated areas, and landscaped areas.

Section 3. Maximum Semi-annual Assessment. The maximum semi-annual assessment has been established by the Association under the following guidelines:

- (a) The maximum semi-annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum semi-annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Trustees may fix the semi-annual assessments at an amount not in excess of the maximum assessment.
- (d) The maximum assessment for Lots owned and held in inventory by Declarant shall be seventy-five percent (75%) of the amount for other Lots.

Section 4. Uniform Rate of Assessment. Both semi-annual and special assessments must be fixed at a uniform rate for all Lots except as noted in Article IV Section 3(d) above. Assessments shall be collected on a semi-annual basis.

Section 5. Special Assessments for Capital Improvements. In addition to the semi-annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5

shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not met, at the continued meeting the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum.

Section 7. Due Dates of Semi-annual Assessments. The Lot Owner of record on the due date of a semi-annual assessment is responsible for payment of the semi-annual assessment. The Board of Trustees shall fix the amount of the semi-annual assessment against each Lot at least thirty (30) days in advance of each semi-annual assessment period. Written notice of the semi-annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association, or Declarant, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

Section 9. Priority. Where the mortgagee of a first mortgage of record which is recorded prior to the date of which any assessment lien became effective, or other lot owner obtains title to the same as a result of foreclosure of any such first mortgage, or as the result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer, but shall be subject to any future assessments which become due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lots including such acquirer, his successors and assigns.

Section 10. Property Exempt from Assessments. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties expressly dedicated to and accepted by a local public authority;
- (b) any properties owned by the Association.

Section 11. Association Duties. The Association is authorized, but not limited to, performance of the following: prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of or in connection with the maintenance and operation of

Common Areas and improvements and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping, and care of grounds, repairs, renovations and paintings to Common Areas, snow removal, wages, water charges, legal and accounting fees, management, fees, expenses and liabilities incurred by the Association from a previous period, and the creation of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the Common Areas and improvements (including any social events planned by the Association).

The Association shall be responsible for the repair, upkeep, maintenance, normal servicing, gardening, rules and regulations for use, care, and safety, annual planting of flowers (if any), payment of bills and related expenses for any Common Areas, Association maintained rights-of-way, and Association maintained landscape areas.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Committee. A committee of three (3) persons shall act as an Architectural Committee and shall, prior to any new construction in said Project, be furnished with one set of detailed plans and specifications of any proposed building to be located in said Project, a site plan, and a landscape plan, and shall be allowed fifteen (15) days to review said plans, drawings, and specifications. If said Architectural Committee shall approve the proposed building, or any modification or alteration thereof, they shall so indicate by the dating and signing of the set of plans by a member of the Architectural Committee, and their approval shall be construed as full compliance with the provisions of this document affected by such approval. Said Architectural Committee shall have sole discretion to determine what shall be substantial compliance with said covenants. No building shall occupy any portion of said Project without prior consent of said Architectural Committee. The Declarant shall appoint the initial Architectural Committee and until all Lots are sold shall appoint individuals to fill any vacancies on the Architectural Committee.

The initial Architectural Committee shall consist of the following:

<u>Name</u>	<u>Address</u>
Alan Johnson	P.O. BOX 1127, Grantsville, Utah 84029
Mark Cummings	P.O. Box 180, Grantsville, Utah 84029
L.J. Cummings	P.O. Box 180, Grantsville, Utah 84029

After the Declarant has sold all the Lots in the Project, control shall be turned over to the Heritage Grove Subdivision Homeowners' Association, Inc. Thereafter, the members of the Architectural Committee shall be appointed by the Board of Trustees of the Association.

A majority of said Architectural Committee is empowered to act for the Architectural Committee. In the event any member of the Architectural Committee is unable to act or fails or desires not to act, a replacement shall be appointed as stated hereinabove.

ARTICLE VI
COVENANTS, RESTRICTIONS AND CONDITIONS

The following covenants shall run with the land and be in force and effect according to the provisions of Article IV herein. Modification or termination of these covenants can only be made with the consent of Declarant (the original developer of the Properties) while any Lots in this Project remain in its ownership.

Section 1. Lot Usage. Each Lot shall be used for residential or common area purposes. Except as set forth in Section 8 below, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed thirty feet (30') or two stories in height, whichever is less, and an attached or detached private garage for not more than four cars.

Section 2. Dwelling Quality and Size. Each one story single-family dwelling to be constructed in the subdivision shall contain a minimum of one thousand two hundred square feet (1,200 sq. ft.) of living area. Each two story single-family dwelling to be constructed in the subdivision shall contain a minimum of one thousand eight hundred square feet (1,800 sq.ft.) of living area. A garage attached to or detached from the main structure of the dwelling is not to be construed as living area.

Section 3. Approval of Additional Improvements. No additional building, fence, wall, structure, improvement or obstruction shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications for improvements which are similar in general design and quality, and generally in harmony with the dwellings then located on said property has been submitted to and approved by the Architectural Committee.

Section 4. Parking Restrictions. No vehicle shall be allowed to park on public roadways for longer than 24 hours, or for extended periods of time each day.

No working or commercial vehicles of 3/4 ton or greater shall be allowed on any part of said property nor on public ways adjacent thereto for longer than 24 hours or for extended periods of time each day excepting only within the confines of any enclosed garage, or other approved enclosures, and no portion of same may project beyond the enclosed area.

No camper, motor home, boats, trailers, motorcycles, truck-campers and like equipment, or junk cars or other unsightly vehicles shall be allowed on any part of said property nor on public ways adjacent thereto for longer than 24 hours or for extended periods of time each day excepting only within the confines of the area behind the house and must be screened from the street.

The Architectural Committee shall be the sole and exclusive judge of approved parking areas. Its decision shall be final and binding.

Section 5. Fencing/Plantings Restrictions. Fences shall not extend closer to any street than

40 feet without express approval of the Architectural Committee, and shall be of good quality and workmanship and shall be properly finished and maintained. Any exceptions must have written prior approval from the Architectural Committee. Interior barriers between Lots on Lot lines may be hedges, plantings, trees or shrubbery. All other fencing shall be by specific approval and review of the Architectural Committee with respect to design, height, location and materials. The location of fences, dog runs, hedges, plantings, obstructions or barriers shall be so situated as not to unreasonably interfere with the view, enjoyment and use of neighboring properties and streets and shall not be allowed to constitute an undesirable or noxious or nuisance use. The determination of the Architectural Committee shall be binding on all parties as to whether an undesirable or noxious use exists.

Fencing around swimming pools, dog runs, or other locations where fencing is required shall be by specific approval and review of the Architectural Committee.

There are neighboring agricultural areas on the northeast and northwest boundary of the Project, Where Lots adjoin this existing agricultural area, Declarant shall construct a chain link fence between the agricultural area and the lots during each phase prior to any owner occupying a home on lot adjoining these agricultural areas.

Dog runs must be screened so as not to be visible from the street. They must be situated so as not to constitute a nuisance or noxious use to adjacent neighbors. Location and landscape screening plans for dog runs must be approved in writing by the Architectural Committee.

Section 6. Building Location. The following is a table of the limitations on building location:

Minimum front yard setback	55 feet
Minimum rear yard for main structure	City Ordinance
Minimum rear yard for accessory buildings	City Ordinance
Minimum side yard	City Ordinance
Total width of both side yards	City Ordinance
Maximum building coverage	City Ordinance

Section 7. Reserved.

Section 8. Temporary Structures, Outbuildings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a residence either temporarily or permanently.

Only one outbuilding per lot will be allowed except on large animal lots (The term *large animal* is defined as any farm animal-a large animal lot is a Lot upon which large animals may be maintained under the ordinances of Grantsville City) an additional building will be allowed for providing adequate shelter for large animals. All outbuildings shall be constructed of good quality material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property. Such buildings and their location must be approved by the Architectural Committee.

Section 9. Undesirable Use of Property. Nothing of an offensive, dangerous, or noisy kind shall be conducted or carried on nor shall anything be done or permitted in said Project which may be or become an annoyance or nuisance to the other property Owners in said Project. No noxious or undesirable act, or undesirable use of any portion of the real property shall be permitted or maintained. Weeds shall be kept cut to less than eight inches (8") high on vacant Lots. Lots shall be well groomed, with lawns adequately mowed and trimmed, and flower beds kept free of weeds. The determination of the Association or Declarant that any activity or use is undesirable or noxious shall be conclusive upon all parties. Notwithstanding other provisions contained in these Restrictions, all Lot Owners acquire their property with the understanding that large animals are allowed in the Project and that large animals create a farm-like atmosphere with its attendant sounds, views and smells.

The natural landscape area and the storm water retention area on each Lot and throughout the Project shall be maintained in a neat and tidy manner at all times. No dumping or placing of any lawn clippings shall be allowed on any part of these areas. All grasses of any kind shall be kept cut to less than eight inches (8") high at all times.

Section 10. Animal Restrictions. No more than two (2) dogs and cats or other pets may be kept at one time. All dogs, cats, and other household pets kept on these premises shall be properly fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the use of the property of others. No more than two (2) large animals may be kept on any large animal lot, except foals may be kept on large animal lots in compliance with Grantsville City Ordinance. All large animals shall be properly fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the use of the property of others.

Prior to the placing of a large animal on any Lot, the Lot Owner shall obtain a conditional use permit if required by Grantsville City Ordinance. All large animals are to be kept in an area set back 100' from any house as per Grantsville City Ordinance.

No vicious dogs shall be kept on any Lot. No dogs, cats, or other pets shall be allowed to run at large. Habitually noisy dogs, cats, or other pets shall not be permitted.

Any Owner whose dog weighs over ten pounds must construct on Owner's Lot a fenced-in kennel area with a minimum area of 100 square feet and with a concrete slab floor. Such kennel shall be located between the dwelling and the rear property line and shall be out of view from any streets in said Project.

Section 11. Business Enterprise Restrictions. No business enterprises shall be conducted on the above property that cannot be conducted within the residence and/or outbuilding of the Owner. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind or mining exploration, development or structure shall be permitted, erected, maintained, or used and shall be entirely prohibited upon the Lots in this Project. All business enterprises shall comply with all Grantsville City laws, regulations, and ordinances.

Section 12. Driveways. All driveways shall be asphalt paved or concrete.

Section 13. Landscaping. Landscaping of front yard is to be completed within sixty (60) days of substantial completion of home, to include grass in the front yard. The foregoing sixty (60) day completion requirement may be extended with Architectural Committee approval for homes completed during the winter months.

Owner is required to use an approved turf-type fescue for all grass. Bark, sod, rock, impermeable surfaces, deciduous shrubs or trees may be employed. All side and front areas of the Lot must be fully and formally landscaped. There shall be no hedge, fence or wall of any type situated upon the building site between the residence and the curb of the street.

Section 14. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat of said Subdivision over the areas indicated on said plat. In addition to easements shown on the recorded plat, as easement is further reserved five (5) feet each side of all Lot lines for irrigation and drainage. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction of flow of water through drainage channels in the easements.

Section 15. Utility Company Access to Gated Areas. Utility companies and municipal service providers serving the Subdivision have rights of ingress, egress and maintenance across and upon Common Areas and easements for purposes of accessing, inspecting, maintaining and repairing equipment. In order to carry out the aforementioned purposes, representatives of the City of Grantsville water, sewer, and fire departments, and any other such agency or utility company may obtain from the Association, any necessary keys, access codes, and/or combinations to locks which might be used to secure gates or barriers.

Section 16. Irrigation System. The Project is serviced by secondary water from the Grantsville Irrigation Company. Each Lot shall be serviced by a connection provided by the developer.

Section 17. Culinary Water Not to Be Used for Irrigation of Any Lot. Under no circumstance shall culinary water be used to irrigate the outside yard area of any Lot except as determined by Grantsville City.

Section 18. Maintenance of Common Open Space. All common open space shall be maintained in a neat and tidy manner at all times. No dumping or placing of any lawn clippings, junk, or debris of any kind shall be permitted on the common open space. The irrigated areas shall be well-groomed with lawns adequately mowed and trimmed and flower beds kept free of weeds.

Section 19. Plumbing Facilities. All bathroom sink and toilet facilities shall be located inside the dwelling or other suitable appurtenant building, and shall be connected by underground pipe to public wet line sewer.

Section 20. Sign Restrictions. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to public view on any building or building site on said property except the following: One professional sign of not more than five square feet advertising the property for sale, or signs used by the Declarant to advertise the property during the construction and sales period. If a property is sold, any sign relating thereto shall be removed immediately. The names of resident Owners of Building Sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the Architectural Committee.

Section 21. Proper Waste Maintenance. No Lot or building site included within the Project shall be used or maintained as a dumping ground for waste or material. No rubbish, including but not limited to bushes, weeds, household wastes, automobiles, campers, trailers, boats or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding four (4) days, shall be stored or allowed to accumulate anywhere in the Subdivision. Incinerators are not permitted. Receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition in a location out of view from streets or neighboring properties, except during construction on the Lot, at which time the receptacles need not be out of view from streets or neighboring properties.

Section 22. Building Materials Confined. All building materials and equipment will be kept within the property lines during construction. Machinery and building equipment shall be removed upon completion of construction.

Section 23. Communication Equipment Restrictions. Installation of radio and/or television antennae, or satellite dish is prohibited outside any building without written permission from the Architectural Committee. In addition, any such installation must comply with the requirements of Article VII, Section 1, below.

Section 24. Building Height Restrictions. The Architectural Committee reserves the right, at its discretion, to impose building height restrictions on a case-by-case basis as a condition of building plan approval. All construction exceeding thirty (30) feet in elevation from the point determined to be the back of sidewalk at the center of the original driveway curb cut, shall require the written approval from the Architectural Committee prior to commencement of construction.

Section 25. Easement of Maintenance. Easements and rights of way are hereby reserved to the Declarant, its successors and assigns and the Association in and over the real property subject to this Declaration for the erection, construction, maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from Lots in said tract, gas, electricity, power, water, telephone services, sewage and other things for convenience to the owners of Lots in the Subdivision, including but not limited to, those shown on the Subdivision plat. No structures of any kind shall be erected over any of such easements except upon written permission of the Declarant, its successors or assigns. All purchasers of Lots shall, by acceptance of contracts or deeds for every lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant to take any and all actions necessary to develop the Subdivision, and to improve, market and sell all Lots owned by the Declarant therein.

The Association shall have a permanent easement to go upon the privately-owned property

of Owners to perform maintenance upon said property, upon any Common Areas, the 20-foot Landscape Reserve Easement, including but not limited to snow removal, lawn and yard maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easements hereby reserved and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance, and repair of utility service connections and drainage systems whether or not such conditions violate any of the foregoing sections.

Section 26. Maintenance of Landscaped Areas in Public Right-of-way. All landscaped areas in the public right-of-way shall be maintained by the Association

Section 27. Storm Water Easement and Retention Area. At the front of every Lot is a drainage easement or storm water retention area as shown on the Plat. This storm water retention area has been lowered by the developer and is an integral part of the Project's storm water system. No fill, structures, or non-pervious materials, such as concrete, shall be placed in the storm water retention areas.

ARTICLE VII **ANTENNA, ELECTRIC SERVICE, AND MAIL BOXES**

Section 1. Antenna. Any television, radio, or satellite antenna erected on any Lot must be entirely screened from view. Any antenna capable of being viewed either from the street or from any other Lot shall constitute a violation of this section. All screenings must be by fencing or landscaping which has been approved by the Architectural Committee and which is properly maintained. A proposed plan of installation for any exterior antenna must be approved by the Architectural Committee in writing prior to installation. No satellite dish antenna may be approved under any circumstances which is larger than thirty-six inches (36") in diameter.

Section 2. Electric Service. All Lots are served by underground electrical and telephone lines, no above surface distribution lines or poles shall be installed. The services shall be installed in road or easement right of way as platted. Each Owner agrees at his or her sole expense to pay costs and hook-on charges for underground service facilities as the condition precedent to connecting thereto. Neither the Association nor Declarant shall be liable for the cost thereof but may recover funds advanced, if any, to obtain preliminary installation.

Section 3. Mail Boxes. Declarant may cause to be installed a common mail box stand. If a common mail box is not installed the Owner shall install at his cost a standard mailbox and stand as specified by the Architectural Committee. It shall be the responsibility of Owner to maintain his mail box and stand in good condition after the initial installation, any replacement will be of like design and material.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Persons Entitled to Enforce. The provisions of this Declaration may be enforced by either of the following in accordance with the procedures outlined herein:

- (a) The Association; or
- (b) The Owner or Owners of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any unpaid assessment or lien herein.

Section 2. Methods of Enforcement. Subject to the provisions of Section 3 of this Article, the following methods of enforcement may be utilized:

- (a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, or cancellation of any contracts of an executory nature; and/or
- (b) Monetary penalties and temporary suspension from Association membership rights and privileges, in accordance with the Bylaws of the Association, provided that, except for late charges, interest, and other penalties for failure to pay as due the assessments levied by the Association as provided in this Declaration, no discipline or sanction shall be effective against a member unless:
 - (i) The member is given fifteen (15) days written notice of the proposed disciplinary action and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such member, be oral or in writing. The notice shall be given personally to such member or sent by first-class or registered mail to the last address of such member as shown on the records of the Association, and shall state the place, date, and time of the hearing, which shall not be less than fifteen (15) days before the effective date of the proposed penalty, termination, or suspension;
 - (ii) The hearing shall be conducted by a committee composed of not less than three (3) of the Association's trustees, appointed by the President of the Association, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding discipline until the conclusion of the meeting; and
 - (iii) Any member challenging the disciplinary measures taken by such committee, including any claim alleging defective notice, must commence Court action within one (1) year after the date of the contested disciplinary measure taken by such committee.

Section 3. Limitation on Enforcement. All methods of enforcement and discipline authorized by this Declaration are limited as follows:

(a) The Association may not cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Lot on account of the failure of the Owner to comply with the provisions of this Declaration except by judgment of Court; and

(b) A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Areas for which the member was allegedly responsible, or in bringing the member and his or her Lot into compliance with this Declaration, may be treated as an assessment which may become a lien against the members' Lot, enforceable by a sale of the interest. This provision applies to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in its efforts to collect delinquent assessments.

Section 4. Fees and Costs. The Association, or any person entitled to enforce any of the terms hereof by any of the means contained herein, who obtains a decree from any Court enforcing any of the provisions hereof, shall be entitled to reasonable attorneys' fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or her judgment or decree against the party in violation hereof.

Section 5. Non-liability for Enforcement or for Non-enforcement. Neither the Architectural Committee nor the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Board Authority to Regulate and Levy Fines. The Board of Trustees of the Association may establish rules from time to time governing the conduct of all persons on any Common Areas. In addition, the Board may establish fines for the violation of any such rules and/or for the violation of any covenant herein. If no specific fine has been established for such violation, the Board may assess any reasonable fine up to \$200 for any single violation and up to \$25 per day for any continuing violation. The foregoing maximum fine amounts may be increased or decreased by the Board in proportion to any increase or decrease of the Consumer Price Index for All Urban Areas maintained by the United States Department of Labor, Bureau of Labor Statistics either above or below its January 1, 2001, level. Any such fine shall constitute a lien against the Owner's Lot which shall be enforceable in the manner provided herein for the enforcement of liens.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and every Lot in perpetuity from the date this Declaration is recorded. This Declaration may be amended in whole or in part by an instrument signed by not less than seventy-five percent

(75%) of the Lot Owners in the Project at that time. Any amendment must be recorded.

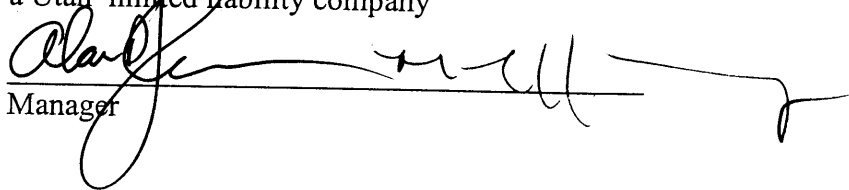
Section 9. Singular Includes Plural, Masculine Includes Feminine. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

Section 10. Damage to Improvements. It shall be the responsibility of the Owner and builder of any residence in this Subdivision to leave streets, curbs, sidewalks, fences, and irrigation lines, if any, and utility facilities free of damage and in good and sound condition at the conclusion of the construction period. It shall be conclusively presumed that all such improvements are in good, sound condition at the time building is begun on each Lot unless the contrary is shown in writing at the date of conveyance or date of possession, whichever date shall first occur, which notice is addressed to the Architectural Committee.

To the extent any provisions of these Restrictive Covenants, Conditions, and Restrictions conflict, modify, or amend any provisions of the above-referenced Articles of Incorporation or Bylaws incorporated herein, the provisions of this instrument shall control.

Dated this 27 day of April, 2002.

J.C.C.C, L.L.C.
a Utah limited liability company

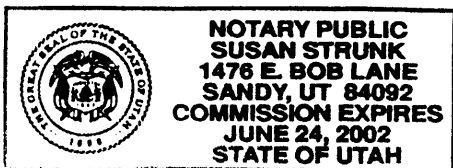


Manager

STATE OF UTAH)

County of ~~Tooele~~ ^{ss.} *Salt Lake*

On this *22* day of *April*, 200*1*, before me, the undersigned, a notary public in and for said state, personally appeared *Alan Johnson* known to me to be the *Manager* of J.C.C.C., L.L.C. and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.



Susan Strunk

Notary Public for Utah

Residing at _____, Utah
My Commission Expires _____

Exhibit "A"
[Legal Description]

PARCEL 1:

BEGINNING AT A POINT THAT IS NORTH 00°31'19" EAST, 625.985 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 3, SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN , AND RUNNING THENCE NORTH 00°31'19" EAST 694.005 FEET; THENCE NORTH 89°58'02" EAST 1320.160 FEET; THENCE SOUTH 00°29'26" WEST 1320.220 FEET; THENCE SOUTH 89°58'39" WEST 543.775 FEET; THENCE NORTH 00°02'08" WEST 225.873 FEET; THENCE NORTH 34°52'15" EAST 60.850 FEET; THENCE NORTH 05°30'23" EAST 60.286 FEET; THENCE NORTH 04°49'56" EAST 146.703 FEET; THENCE NORTH 07°41'16" WEST 146.043 FEET; THENCE NORTH 07°39'08" WEST 20.176 FEET; THENCE NORTH 06°19'29" EAST 315.394 FEET; THENCE NORTH 89°55'07" WEST 211.658 FEET; THENCE SOUTH 89°55'13" WEST 272.038 FEET; THENCE SOUTH 00°31'12" WEST 333.983 FEET; THENCE SOUTH 89°55'13" WEST 349.991 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.935 ACRES AND 42 LOTS

1-75-6