

DECLARATION OF PROTECTIVE COVENANTS
FOR
ORCHARD LAND SUBDIVISION PHASE 3

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned, being the owners of the following described real property situated in Tooele County, State of Utah, to wit: All of the lots 1 through 5 of Orchard Lane Subdivision Phase 3 of Grantsville City, Tooele County, State of Utah:

In consideration of the premises and as part of the general plan for improvement of the property comprising Orchard Lane Subdivision Phase 3, we do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type-All Lots Zoned RM-7

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two stories in height with a private garage for not less than two vehicles and for not more than four vehicles, except a detach garage not less than two vehicles nor more than two vehicles. Off street parking must be provided for an equivalent number of vehicles to the number of vehicles garaged. All construction to be of new brick, stone, stucco, aluminum, or wood siding except that used brick may be used with prior written approval of the Orchard Lane subdivision Architectural Control Committee.

2. Architectural Control

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Orchard Lane Subdivision Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and the overall aesthetic plan for Orchard Lane Subdivision Phase 3, and as to location in respect with topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

3. Dwelling Quality and Size

No dwelling shall be permitted on any lot wherein the finished ground floor area of the main structure, exclusive of open porches and garages is less than 1,200 square feet for a single story, or less than 700 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 1,700 finished square feet for two story. All exterior designs of the homes shall be approved by the Orchard Lane Subdivision Architectural Committee.

4. Building Location

All set backs, side yards and rear yards shall be in conformance with Grantsville City Ordinance in effect at the time of construction of any building lot.

5. Easements

For installation of and maintenance of utilities and drainage facilities, easements are reserved as shown on the recorded plat. Within these easements, no structure or planting 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 the area, or which may obstruct or retard the flow of water through drainage channels or easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Nuisances

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes line, outbuildings or storage of any articles which are unsightly in the opinion of the Orchard Lane Subdivision Architectural Control Committee will be permitted unless it is in an enclosed area built and designed for such purposes. No automobiles, trailers, motor homes, recreational vehicles, boats, or other vehicles are to be stored on the streets, or shall such vehicles be stored on front or side lots unless they are in running condition, properly licensed, and are being regularly used.

7. Temporary Structures

No structure of a temporary character, trailer, basement home, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

8. Garbage and Refuse Disposal

No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such materials shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, refuse or construction debris may be burned on any lot at any time, neither in an incinerator nor open fire. Each lot and its abutting street is to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

9. Animals and Pets

No livestock, poultry, or animals other than dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulations. A total of two dogs and/or cats are permissible provided that they are not kept, bred or maintained for any commercial purpose.

If, in the opinion of the Orchard Lane Subdivision Architectural Committee, any of the aforementioned animals or pets become an annoyance nuisance, obnoxious or a danger to other owners throughout the subdivision, the committee may require the elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

10. Landscaping

Each lot is to be landscaped within 12 months of the occupancy date of any structure built upon said lot. Landscaping of lots shall be considered completed when the first 30 feet of the lot or the front yard is cultivated or planted with grass and maintained, and the remainder of the lot is cultivated or planted and kept free of weeds and debris.

Trees, lawns, shrubs and other plantings provided by the owner either before or after construction of a dwelling unit upon said lot shall be properly nurtured and maintained or replaced at the owner's expense upon request of the Orchard Lane Subdivision Architectural Control Committee.

Each lot owner shall so landscape their yard as to keep all water from running off of their lots and into the city streets, including all water from yard maintenance, rain water or any other runoff.

11. Sign

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than 2 square feet, one sign of not more than five square feet advertising the property for sale, or signs used by a builder or developer to advertise the property during the construction and sales period.

12. Surface Drainage

At the closing of each lot a fee of \$100.00 will be placed in an interest bearing account for the sole purpose of maintenance of the surface drainage system. This drainage system consists of the detention basin located to the east as you enter the subdivision from the North off Main street. These funds shall be under the responsibility of The Orchard Lane Home Owners Association as a pledged account.

ASSESSMENT OF ANNUAL MAINTENANCE FEE. The Orchard Lane Home Owners Association shall be responsible for the exclusive management, control and maintenance of the surface drainage system serving the subdivision. An annual fee shall be assessed on all property located within the Subdivision in an amount sufficient to cover on-site maintenance of the drain system and related parts thereof serving the Subdivision.

Each lot owner, by the acceptance of instruments of conveyance and transfers therefore, becomes a member of The Orchard Lane Home Owners Association, whether or not it be so expressed in said instruments and shall be deemed to covenant and agree with each other and with The Orchard Lane Home Owners Association to pay all assessments made for the purposes for providing maintenance of the surface drain system serving the subdivision.

All sums assessed a lot owner within the Subdivision pursuant to the provisions hereof, together with the interest thereon as provided in these protective covenants, shall be secured by a lien on such lot in favor of The Orchard Lane Home Owners Association. To evidence a lien for sums assessed pursuant to this Section. The said Association may prepare a written notice of lien setting forth the amount of the assessment, the due date,

the amount remaining unpaid, and shall be signed and acknowledged by the said Association and may be recorded in the office of the Tooele County Recorder, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Other assessments may be made to cover the common expenses of the lot owners in the subdivision.

Surface drainage system assessments shall be assessed for those portions of the surface drainage system serving the subdivision which are located in public streets and dedicated public rights-of-way. Each lot owner shall be solely responsible for maintenance of the surface drainage facilities on or beneath said lot owner's lot. Each lot owner is responsible to keep water from running off their lot in the city streets, including the water from yard maintenance or rain water.

13. Existing Animal and Barn Condition

The buyers of the lots are aware of the existing barns and out buildings, corrals, and animals at the south property line of lot 5.

PART B

THE ORCHARD LANE HOME OWNERS ASSOCIATION AND SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE

1. Membership and Committees

Each lot owner of record belongs to The Orchard Lane Home Owners Association and each lot only has one vote, when voting on any issue brought before it. A decision by a majority of the members of the said Association shall be binding on all owners, but in no way may they change the intent of the covenants except as provided for hereafter.

The Orchard Lane Home Owners Association shall choose a Subdivision Architectural Control Committee and Home Owners Association Executive Committee made up of 3 members who, each of which owns at least one lot in the said subdivision. The Home Owners Association may draft such bylaws as it may deem necessary to conduct the business of the Association provided said by laws shall not be in conflict with these Covenants. The committee may designate a representative to act for it. In the event of death or resignation of any member of the Committees, the remaining members shall have full authority to designate a successor, until such time as a majority of The Home Owners Association meet and designate a successor.

None of the members of the Committees nor their designated representative shall be entitled to any compensation for services rendered.

2. Meetings

Annual meetings of The Home Owners Association shall be on the 16th of January at 6:00 o'clock p.m. for the purpose of transacting business. Special meetings may be called as needed by written notice or phone contact by the Executive Committee shall designate any place within the City of Grantsville as the place of the meeting.

3. Procedure

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, there is no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C

GENERAL PROVISION

1. Term.

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 5 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 5 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part except that the duty to maintain the surface drainage system shall not be deleted from these covenants except without the approval of Grantsville City.

2. Enforcement.

Enforcement shall be by proceedings at law or in equity against every person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provision which shall remain in full force and effect.

4. Future Membership

In the event future Orchard Lane Subdivisions additions are developed said lot owners will become a part of the Orchard Lane Home Owners Association with all the rights and responsibility that go along with membership is said Association.

Dated
By Owners of Record

Reuben Quarnberg
Reuben Quarnberg, owner

Robyn Quarnberg
Robyn Quarnberg, owner

State of Utah)
:ss,

County Tooele)

The foregoing instrument was acknowledged before me this 25 day of February, 2004. Reuben Quarnberg and Robyn Quarnberg, acknowledge to me that the foregoing instrument was signed by them

Notary Public: Stacy Cardenas

Residence: Tooele, UT

My Commission Expires: 3-27-05

