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FOR: LEUCADIA FINANCIAL CORP
TOOELE COUNTY CORPORATION

**DECLARATION OF PROTECTIVE COVENANTS
FOR
COUNTRY CROSSING NEIGHBORHOOD PHASE 2B, PLAT 3 P.U.D.**

**A PLANNED UNIT DEVELOPMENT (P.U.D.)
IN
TOOELE COUNTY, STATE OF UTAH**

**LEUCADIA FINANCIAL CORPORATION.
DEVELOPER**

WHEN RECORDED RETURN TO:

*LEUCADIA FINANCIAL CORPORATION
529 East South Temple
Salt Lake City, Utah 84102-1089
(801) 521-5400*

**DECLARATION OF PROTECTIVE COVENANTS
FOR
COUNTRY CROSSING NEIGHBORHOOD PHASE 2B, PLAT 3 P.U.D.
STANSBURY PARK,
TOOELE COUNTY, UTAH**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR COUNTRY CROSSING NEIGHBORHOOD PHASE 2B, PLAT 3 P.U.D. (the "Declaration") is executed by LEUCADIA FINANCIAL CORPORATION, of 529 East South Temple, Salt Lake City, Utah 84102 (the "Developer"), with reference to the following:

RECITALS

A. Developer is the owner of certain real property located in Tooele County, Utah, described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Developer has subdivided the Property into twenty-four (24) residential Lots, numbered 301-324 of the COUNTRY CROSSING NEIGHBORHOOD PHASE 2B, PLAT 3 P.U.D.

C. The Property is an area of unique natural beauty, featuring distinctive terrain.

D. Since the completion of the Project may be in phases, the completed Planned Unit Development will consist of the original phase and all subsequent phases.

E. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Developer to provide a general plan for development of the land, create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Now, Therefore, for the reasons recited above, the Developer hereby covenants, agrees, and declares that the Property shall be subject to the following covenants, conditions and restrictions:

1. **Definitions.** The following definitions shall apply to this Declaration:

a. "Architectural Review Committee" shall mean the person or persons appointed to review the designs, plans, specifications, homes, architecture, fencing, and landscaping within the Planned Unit Development (the "ARC").

b. "Builder" shall mean an owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.

c. "Common Expense" shall mean and refer to all expenses incurred by the ARC in operating the ARC and administering the Declaration, as well as in maintaining, repairing, and replacing any common area and facilities.

d. "Design Guidelines" shall mean and refer to the then current Design Guidelines of the ARC.

e. "Dwelling" shall mean the detached single family residence constructed upon a Lot.

f. "Entry" shall mean the entry way into the Planned Unit Development.

g. "Entry Monument" shall mean the monument identifying the Planned Unit Development and surrounding landscaping and planter area located at the Entry to the Project.

h. "Leucadia Financial Corporation" shall mean and refer to the Developer, LEUCADIA FINANCIAL CORPORATION.

i. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Dwelling constructed thereon.

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

k. "Parking Pad" shall mean and refer to a cement or concrete, (or other construction material approved in writing by the ARC) parking pad constructed or installed on a Lot for the purpose of parking or storing of a Recreational, Commercial, or Oversized Vehicle.

l. "Parking Pad Fence" shall mean and refer to the cinder block, vinyl or wood (or other construction material approved by the ARC in writing) fence surrounding the Parking Pad.

m. "Period of Developer Control" shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of last of the following Events: (1) Four months after 100% of the Dwellings constructed upon Lots owned by Developer have been sold; or (2) Seven years from the effective date of this Declaration; or (3) When in its sole discretion the Developer so determines.

n. "Person" shall unless otherwise indicated mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

o. "Planned Unit Development" shall mean COUNTRY CROSSING NEIGHBORHOOD PHASE 2B, PLAT 3 P.U.D.

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

q. "Plat Map" shall mean and refer to the COUNTRY CROSSING NEIGHBORHOOD PHASE 2B, PLAT 3 P.U.D plat map as recorded with Tooele County, Utah, as it may be amended from time to time. The Plat Map will show the location of the Lots.

r. "Project" shall mean the Planned Unit Development.

s. "Recreational, Oversized or Commercial Vehicle" shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, horse trailer, or any other recreational, oversized or commercial transportation device of any kind.

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

3. Right to Expand Application. Without any other additional approval required, the Developer shall have the exclusive, unconditional, and irrevocable right to expand the application of this Declaration to other real property by written amendment to this Declaration duly recorded.

4. Common Profits, Expenses, and Voting Rights. The common profits of the Property shall be distributed among, the Common Expenses shall be charged to, and the voting rights shall be available to, the Lot Owners equally.

5. Debt Collection. An assessment or fine assessed or imposed by the ARC as provided herein is a debt of the Owner due at the time it is assessed or imposed and is collectible as such. The ARC shall provide written notice of any such assessment or fine to the applicable Owner, by certified mail, return receipt requested, sent to the Owner's last known address of record, and such notice shall be deemed to be complete upon mailing. If any assessment or fine is not paid within thirty (30) days after its due date, the ARC may similarly provide notice of default to the applicable Owner. Such notice shall specify: (a) that the applicable assessment or fine is late; (b) the action required to cure such default; (c) a date not less than thirty (30) days from the date the notice of default is mailed by which such default must be cured; and (d) that a failure to cure the default on or before the date

specified in the default notice may result in the filing and foreclosure of a lien for the assessment or fine. If the default in the payment of the assessment or fine is not cured as specified in the default notice, the ARC, at its option, may enforce the collection of the assessment or fine and all charges and interest thereon in any manner authorized by law or in this Declaration, including the manner in which materialman's liens are recorded and foreclosed. Suit to recover a personal judgment for unpaid assessments or fines is maintainable by the ARC without foreclosing or waiving the lien securing it. Any and all rights and remedies shall be exercised in such manner, on one or more occasions and in such order as the ARC shall elect, without waiver of any other right or remedy or lien provided in this Declaration or by law. Any failure of the ARC to exercise any such right on one or more occasions shall not constitute a waiver of the right to so exercise such right in the future. If any Owner fails or refuses to make any payment of a fine when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (a) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (b) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

6. **Late Fees.** A late fee of \$20.00 may be charged on all payments received more than ten (10) days after they were due.

7. **Finance Charge.** A finance charge of 1.5% per month may be assessed on the outstanding balance of all delinquent accounts.

8. **Architectural and Related Issues.** Because aesthetics, the integrity and harmony of the original design, and the quality of construction and materials throughout the Planned Unit Development are important, all architectural designs, plans, specifications, construction materials, and construction must be (a) reviewed and approved by the ARC or its designee and (b) consistent with the restrictions set forth herein governing the Planned Unit Development.

9. **Architectural Review Committee ("ARC").** The Developer has the power and authority to resolve all architectural issues during the Period of Developer's Control and appoint the members of the ARC. Thereafter, the ARC shall establish procedures to appoint the separate members to serve thereon. The initial members of the ARC are James N. Ward, Mark Oligschlaeger, and Chris Gamvroulas, who shall serve until such time as their successors are qualified and appointed.

10. **ARC Authority, Powers and Standing.** The ARC shall resolve all architectural issues, subject to the irrevocable right of Developer to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and/or to veto any decision which Developer determines, in its sole discretion, to be inappropriate or inadvisable. Any instrument executed by the ARC or its legal representative that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for

value relies upon said instrument. The ARC shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The ARC shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions, including without limitation:

a. **Review Plans.** The power and authority to review and approve or disapprove all architectural designs, plans, specifications, construction materials, and construction.

b. **Respond to Complaints.** While the ARC will not police the Planned Unit Development, it shall have the power and authority, but not the obligation, to respond to written concerns of Owners about architectural issue.

c. **Access.** The power and authority to enter into or upon any Lot to make inspections, evaluations or repairs and to do other work necessary for the proper maintenance and operation of the Planned Unit Development or to enforce the decisions of the ARC. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the ARC may exercise this power.

d. **Execute Documents.** The authority to execute and record, on behalf of the ARC, any amendment to the Declaration which has been approved by the vote or consent necessary to authorize such amendment.

e. **Standing.** The power to sue and be sued.

f. **Contractual Authority.** The authority to enter into contracts for the purposes of this Declaration that in any way concern the Planned Unit Development.

g. **Promulgate Rules.** The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the ARC in carrying out any of its functions.

h. **Determine Common Expenses.** The authority to determine the Common Expenses of operating the ARC and administering the Declaration.

i. **Assessments.** The authority to assess each Lot Owner his share of the Common Expenses.

j. **Enforcement.** The power and authority to issue sanctions, fine, or otherwise individually assess an Owner for a violation of the Design Guidelines or seek other more formal legal remedies, including but not limited to injunctive relief and damages.

k. **All other Acts.** The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the ARC to perform its functions for and in behalf of the Owners.

11. **Insurance.** If reasonably available, the ARC may elect to purchase adequate liability and directors and officers insurance, and a fidelity bond.

12. **Transfer of Control of ARC.** Within forty-five (45) days after the termination of the Period of Developer Control (unless otherwise agreed to in writing by Developer), Developer shall transfer the right to appoint two members of the ARC to the Lot Owners acting as a group in accordance with this Declaration.

13. **Procedures for Approval of Plans and Specifications.** Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ARC members change over time. In the event that the ARC fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved; provided, however, anything to the contrary notwithstanding, no Dwelling shall be constructed or altered unless it meets the following minimum requirements:

- a. Only single family residential Dwellings are allowed.
- b. The height of any Dwelling shall not exceed two stories above ground.
- c. No slab-on-grade Dwellings are permitted.
- d. Without the prior written consent of the ARC, a basement is required for each Dwelling.
- e. Without the prior written consent of the ARC, each Dwelling shall have a private garage for not less than two motor vehicles.
- f. Any detached accessory building must conform in design and materials with the primary residential Dwelling.
- g. All Lots shall be fully landscaped within one (1) year of the closing on the transaction involving the Lot. Landscaping and all grading and drainage shall be designed in such a way to control water run-off so that any Lot within the Planned Unit Development will not be adversely affected by another. Furthermore, the grades initially established by the ARC or

Developer may not be altered without the prior written consent of the ARC. All landscaping must conform to the Landscaping Guidelines as adopted by the ARC from time to time.

h. No fence or similar structure shall be built in any front yard to a height in excess of four (4) feet, nor shall any fence or similar structure be built in any side or rear yard in excess of six (6) feet. Chain link or wood fencing is not allowed. White vinyl or masonry fencing is permitted. Any fencing or similar structure using other construction materials requires the prior written approval of the ARC. If there is a dispute as to what constitutes the front, side or rear yards, the decision of the ARC shall be final, binding and conclusive.

i. Except for purposes of loading or unloading passengers or supplies (for a period of time not to exceed twenty-four (24) hours), all Recreational, Commercial or Oversized Vehicles must be parked in the side yard of a lot on a Parking Pad behind a Parking Pad Fence so as not to be visible from the street or any other Lot.

j. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

14. Ivory Homes Catalogue. Any and every home design, plan or specification contained within the then current Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required.

15. Preliminary Architectural Drawings, Plans and Specifications. The ARC may require, as a minimum, the following:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the Dwelling.
- d. One major section through Dwelling.
- e. A perspective (optional).
- f. Specifications of all outside materials to be used on the exterior of the Dwelling.

16. Final Plans and Specifications and Working Drawings. The ARC may require, as a minimum, the following:

a. Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

b. Detailed floor plans.

c. Detailed elevations, indicating all materials and showing existing and finished grades.

d. Detailed sections, cross and longitudinal.

e. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addenda or riders noting the colors of all materials to be used on the exterior of the Dwelling.

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

18. Variance. The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

19. Limitation of Liability. Neither the Developer nor the ARC, or any of their employees, agents, representatives or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Developer and the ARC, and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of the review or approval of architectural designs, plans and specifications.

20. **Enforcement of Architectural Guidelines.** Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the ARC an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser.

21. **Contractors.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the ARC from the Planned Unit Development, subject to notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the ARC or the Developer, nor their employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.

22. **Use Restrictions and Nature of the Project.** The Lots are subject to the following use restrictions which shall govern both the architecture and the activities within the Planned Unit Development:

a. **Private Residence.** No Lot shall be used except for residential purposes and all residents shall be obligated by the following requirements: no temporary structure including trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time. No Dwelling shall be rented on a seasonal basis or for hotel or transient use. Individual rooms may not be rented to separate persons. The initial term of any lease of Lot or Dwelling shall be at least six (6) months. All leases shall be in writing.

b. **Business Use.** No resident may operate a commercial trade or business in or from his Lot with employees of any kind. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Lot. No commercial trade or business may be conducted in or from a Lot unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the ARC, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the ARC. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

c. **Storage and Parking of Vehicles.** The driving, parking, standing, and storing of motor vehicles in, on or about the Planned Unit Development shall be subject to the following:

- 1) The parking rules and regulations adopted by the ARC from time to time;

2) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any driveway or Dwelling or to create an obstacle or potentially dangerous condition.

3) No Resident shall repair or restore any vehicle of any kind in, on or about any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

4) No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

5) All garages shall be used primarily for the parking and storage of vehicles.

6) Daytime parking on the street is allowed.

7) Overnight parking on the street is not allowed.

8) All motor vehicles parked so as to be visible from the street or another Lot must be undamaged (less than \$1000.00 to repair), in good mechanical condition, registered, and licensed.

9) Except as otherwise expressly permitted, motor vehicles may not be "stored" so as to be visible from the street or another Dwelling.

10) Recreational, Commercial, and Oversized Vehicles may be stored on a Parking Pad provided (a) it is located in a side yard behind the houseline or in the rear of the Lot, and (b) it is in running condition and properly licensed.

11) Vehicles parked in violation of this Declaration may be immobilized, impounded, or towed by the ARC or its designee without further notice and at the owner's sole risk and expense.

d. Maintenance. All Lots and Dwellings shall be kept by the Owner in good repair and maintenance and in a clean, safe, sanitary and attractive condition.

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

f. Aerials, Antennas, and Satellite Systems. No aerials, antennas, satellite dishes or systems shall be erected, maintained or used in, on or about any Dwelling, outdoors and above

ground, whether attached to or on top of any building, structure, Dwelling, or otherwise, within the Planned Unit Development without the prior written consent of the Developer or ARC, which shall not be unreasonably withheld. In making its decisions, the Developer and/or ARC shall abide by and be subject to all relevant local, state and federal laws, including but not limited to all FCC guidelines, rules and regulations as they may be amended or supplemented from time to time. Insofar as is reasonably possible without impairing reception, satellite dishes, aerials and antennae shall be positioned so that they are screened from view from the street.

g. Animals and Pets. The keeping of animals other than those ordinarily kept as family pets within the Planned Unit Development is forbidden. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two domestic pets per Dwelling are allowed; provided, however, all pets must be properly licensed and registered (if required) with the appropriate governmental agencies and follow all applicable local ordinances. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (1) it causes damage to the property of anyone other than its owner; (2) it causes unreasonable fouling of the air by odors; (3) it causes unsanitary conditions; (4) it defecates on any common area and the feces are not immediately cleaned up by the responsible party; (5) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; (6) it molests or harasses passersby by lunging at them or chasing passing vehicles; (7) it attacks people or other domestic animals; (8) it otherwise acts so as to bother, annoy or disturb other reasonable residents or interferes with their right to the peaceful and quiet enjoyment of their property; or (9) by virtue of the number of pets maintained, they are offensive or dangerous to the health, welfare or safety of other residents. Pets in the Planned Unit Development at large must be behind a fence, in a cage or on a leash and under the control of a responsible person.

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

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

j. Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale or rental of a Dwelling; provided, however, this restriction does not apply to and is not binding upon the Developer, who may use whatever signs it deems appropriate to market its Lots.

k. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Planned Unit Development land use and buildings.

1. **Landscaping.** Landscaping shall include, but shall not be limited to, the planting of a lawn, or other appropriate ground cover, appropriate shrubbery, and the planting of at least two trees in the front yard. In addition, any Lot owner of a Lot where Developer has planted a tree or trees between Highway 36 and the Lot or in the eight (8) foot parking strip between the Lot and a public road shall properly nurture and maintain any such tree or trees and shall replace within a reasonable period of time any such tree that dies. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured and maintained. Should any Lot owner fail to comply with the provisions of this paragraph, the Developer or the ARC shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof, and shall also have the authority, but not the obligation, to complete the landscaping and require the Lot owner to pay a reasonable amount for such completion. All attorney's fees and costs incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on such Lot owner's Lot, and shall also be a personal obligation of said owner, enforceable at law, until payment is made.

All landscaping, grading, and drainage of the land in each Lot shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Developer or the ARC, and so as to comply with and not impair all Tooele County Ordinances and flood control requirements.

m. **Easements.** Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property. Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

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

o. **Nuisances.** No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

p. **Temporary Structures.** No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.

23. **Fines.** After written notice of the violation and a hearing, the ARC may fine or otherwise sanction an Owner for his failure to comply with this Declaration or any rules and regulations adopted by the ARC from time to time.

24. **Developer's Sales Program.** Notwithstanding anything to the contrary, until the termination of the Period of Developer Control neither the Owners nor the Developer shall interfere or attempt to interfere with Developer's completion of improvements and sale of all of its remaining Lots and Dwellings, and Developer shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Lots and Dwellings owned by it:

a. **Sales Office and Models.** Developer shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots, Homes or Dwelling at any one time. Such office and/or models may be one or more of the Lots owned by it, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Developer's sales effort, or any combination of the foregoing;

b. **Promotional.** Developer shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property.

c. **Relocation and Removal.** Developer shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by subsections 24(s) and 24(b) herein. Within a reasonable period of time after the happening of the occurrence, Developer shall have the right to remove from the Planned Unit Development any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Developer's sales effort.

d. **Limitation on Improvements by the ARC.** Until the termination of the Period of Developer Control, neither the Owners nor the Developer shall, without the written consent of Developer, make any improvement to the Planned Unit Development or alteration to any improvement created or constructed by Developer.

e. **Developer's Rights Assignable.** All of the rights of Developer under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or Dwellings in the Planned Unit Development title to which is vested in Developer shall, at any given point in time and whether

or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protection and controls which are accorded to Developer (in its capacity as Builder) herein.

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

26. **Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Developer and all parties who hereafter acquire any interest in a Lot, the Planned Unit Development or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

27. **Enforcement and Right to Recover Attorney's Fees.** Should the ARC or an aggrieved Owner be required to take action to enforce or construe the Declaration or any rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue.

28. **Limitation of Liability.** The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the ARC, are established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Developer or the ARC or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot. The ARC and its members shall be indemnified, saved and held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the ARC, or for decisions that they may render during the course of their service, unless said party is guilty of gross negligence.

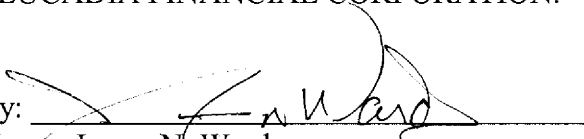
29. **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

30. **Amendments.** This Declaration may be amended upon the affirmative written approval of at least a majority of the Owners of the Lots and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Tooele County, Utah; provided, however, (a) so long as Developer shall own at least one (1) Lot in the Planned Unit Development, no amendment shall be valid or enforceable without its express prior written consent, and (b) any amendments affecting fencing, grading, or any Tooele County Ordinances shall require the prior written consent of Tooele County. Provided, however, the foregoing Mortgagee Protection section cannot be amended without the consent of all first mortgagees.

31. **Duration.** The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Dated the 20th day of April, 2004.

DEVELOPER:
LEUCADIA FINANCIAL CORPORATION.

By: 
Name: James N. Ward
Its: Vice President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20th day April, 2004 by James N. Ward, the Vice President of LEUCADIA FINANCIAL CORPORATION, a Utah corporation, and said James N. Ward duly acknowledged to me that said LEUCADIA FINANCIAL CORPORATION executed the same.



NOTARY PUBLIC
Residing at:
My Commission Expires:



EXHIBIT "A"
LEGAL DESCRIPTION

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

Country Crossing Neighborhood, Phase 2B, Plat 3, P.U.D.
Boundary Description

Beginning at a point which lies South 00°27'37" East along the West line of the Southwest Quarter of Section 22, Township 2 South, Range 4 West, Salt Lake Base and Meridian, a distance of 97.69 feet and North 89°32'23" East, a distance of 131.11 feet from the West Quarter corner of said Section 22; said point being a point on a curve to the right, having a radius of 1220.00 feet and a central angle of 05°50'58", and running thence along the arc of said curve a distance of 124.55 feet, said arc subtended by a chord bearing South 82°17'32" East, a distance of 124.50 feet; thence South 79°22'03" East 89.98 feet to a point on a curve to the right, having a radius of 1109.00 feet and a central angle of 07°46'45"; thence along the arc of said curve a distance of 150.57 feet, said arc subtended by a chord bearing South 75°28'40" East, a distance of 150.46 feet; thence South 00°12'33" East 157.71 feet; thence South 00°12'33" East 157.71 feet; thence South 12°07'48" West 191.23 feet; thence South 73°58'06" East 30.11 feet; thence South 16°01'54" West 175.00 feet; thence North 73°58'06" West 18.17 feet to a point on a curve to the left, having a radius of 470.00 feet and a central angle of 03°25'32"; thence along the arc of said curve a distance of 28.10 feet, said arc subtended by a chord bearing North 75°40'52" West, a distance of 28.10 feet; thence South 12°36'22" West 109.36 feet; thence South 81°31'43" East 76.01 feet; thence South 06°20'37" West 251.08 feet; thence South 00°12'33" East 82.10 feet; thence South 89°47'13" West 113.88 feet; thence North 00°12'32" West 48.30 feet; thence South 89°47'27" West 160.00 feet; thence North 00°12'33" West 982.51 feet to the point of beginning.

Containing 302,990 square feet or 6.96 acres, more or less
Contains 24 residential lots