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Syracuse 84123

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Date 6-Mar-2006 1:41PM Fee \$30.00

LuAnn Adams - Filed By mm

Box Elder Co., UT

For SALLY SIMMONS

Phase 2, Lots 9-23

03-240-0010 thru 0024

Whereas, Contemporary Homes, L. L. C., is the owner and possessor of the following described property situated in the City of Perry, County of Box Elder, State of Utah. (See Attached Exhibit "A"). And it is Contemporary Homes' desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development and to enhance the future value thereof. Now, therefore, we do hereby state and declare that lots nine through twenty-three inclusive in said subdivision shall be henceforth conveyed subject to the following:

1. LAND USE AND BUILDING TYPE No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not less than 2 nor not more than 4 cars. No dwelling placed on a lot shall be prefabricated, manufactured or of any similar construction.

The following minimum FINISHED SQUARE FOOT LIVING AREA REQUIREMENTS SHALL APPLY:

- A. One story dwellings (Ramblers): The finished main floor area of the main structure shall be no less than 1250 square feet, exclusive of porches and garages.
- B. Two Story Dwellings: The combined finished floor area above the curb level shall not be less than 1450 square feet, exclusive of porches and garage.
- C. Multi- Level Dwellings: The combined finished floor areas above curb level shall not be less than 1450 sq. ft. exclusive of porches and garage.

The exterior shall be primarily brick, stone or stucco or a combination of these materials on the front. Wood, metal, or vinyl siding will not be allowed on the front of any residential building. The balance of the three sides may be brick, stone, stucco, aluminum, vinyl, or wood siding in any combination of the four.

2. ARCHITECTURAL CONTROL No building shall be erected, placed or altered on any lot until the construction plans and specifications and site plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to the locations with respect to topography and finished grade elevation and to meet Perry City Requirements. No structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain for more than one year unless approved by the Architectural Control Committee. Any remodeling or additions must meet these same covenants and be built with the same exterior materials as the primary structure.

The Architectural Control Committee is composed of John Simmons, Sally Simmons, and Johnathan Simmons. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenants. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties. Any lot owner may apply for a variance to covenants by submitting in writing to the Achitectural Committee any necessary changes. The Committee's approval or disapproval of any plan or variance to any of the covenants as required in these covenants, shall be in writing. It is understood that all plans submitted to the Committee become the property of the Committee and may not be returned to the home owner.

3. BUILDING LOCATION All residential and accessory buildings must meet the minimum building setbacks as required by Perry City.

4. EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

5. 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 a 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 are 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. No lot owner or homeowner will place grass clippings or other debris on any vacant lots within the project. In addition, all homes must subscribe to a city garbage disposal service.

6. TEMPORARY STRUCTURES No structures of a temporary character such as a trailer, basement home, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a permanent residence.

7. ANIMALS Keeping of animals other than those ordinarily kept as family pets shall be forbidden.

8. LANDSCAPING Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. Landscaping must be installed within 18 months of the occupancy date of the completion of any structure built upon said lot. The parking strip between the curb and sidewalk shall be landscaped with grass, trees, or shrubs within the above mentioned time frame. Trees, lawns, shrubs and other plantings planted by the owner upon said lot shall be properly nurtured and maintained or replaced at the owner's expense.

9. SIGNS No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Any placement of signs on any lot must be in accordance with Perry City sign ordinances then in effect.

10. FENCING All fences constructed on any lot must first be approved by Perry City and a building permit obtained before starting construction.

11. MAINTENANCE Every lot, including the improvements on said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe, and attractive condition.

12. PARKING AND STORAGE No automobiles, trailers, motor homes, recreational vehicles, boats or other vehicles are to be stored on the streets. Nor shall such vehicles be stored on front or sides or rear of the lots unless they are in running condition, properly licensed, and are being regularly used.

13. EFFECT OF PERRY CITY ORDINANCES All lots are subject to the ordinances of Perry City, and where the ordinances of Perry City are more restrictive they shall supersede the requirements of these covenants, and all owners shall be required to conform to the ordinances of Perry City.

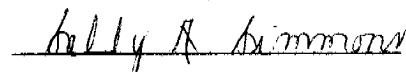
14. ENFORCEMENT OF RIGHTS If any party hereto, or his or her successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing, or recover damages or other compensation for such violation. If any suit is brought the prevailing party shall be entitled to recover all expenses incurred including reasonable attorney fees.

15. **SAVINGS CLAUSE** Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

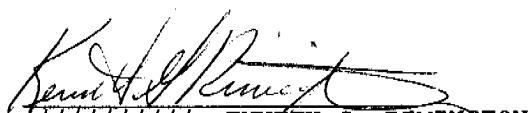
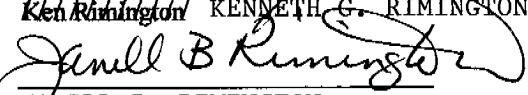
16. **RELEASE** Purchaser hereby agrees to accept the lot in its current condition and releases the seller from any and all claims, actions, demands, rights, damages, losses, costs, expenses, or liabilities, known or unknown, which arise out of or in connection with the environmental condition of the property. The term "environmental condition" shall mean any condition with respect to the property which could or does result in any damage, loss, expense, or liability to or against the owner of the property by any third party (including, without limitation, any governmental entity).

IN WITNESS WHEREOF, the undersigned has executed this declaration this 13th day of October 2004.

Contemporary Homes, L. L. C.



Sally A. Simmons

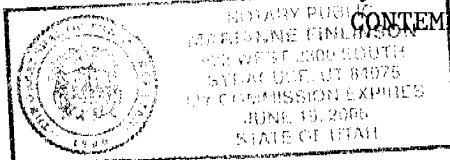
  
Ken Rimington KENNETH G. RIMINGTON  
  
Janell B. Rimington JANELL B. RIMINGTON

STATE OF UTAH )

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COUNTY OF DAVIS )

13<sup>th</sup> 2004  
On the 14th day of October 2003, personally appeared before me, Sally A. Simmons, signer of the within instrument, who duly acknowledged to me that he executed the same, as a managing member of

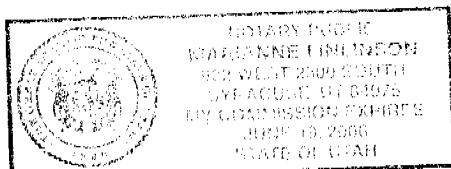


Notary Public

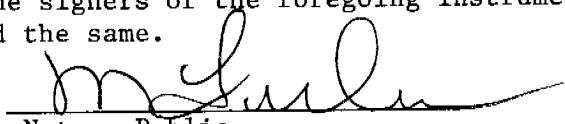


STATE OF UTAH  
COUNTY OF DAVIS

13<sup>th</sup>  
On the 14th day of October, 2004, personally appeared before me KENNETH G. RIMINGTON AND JANELL B. RIMINGTON, the signers of the foregoing instrument who duly acknowledged that they executed the same.



Notary Public



## BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9  
NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.  
BEGINNING AT AN EXISTING FENCE CORNER BEING ON THE EAST LINE OF  
HEATHER RIDGE SUBDIVISION PHASE I ALSO BEING THE NORTHWEST  
CORNER OF ORCHARD HILLS SUBDIVISION NO. 1, SAID POINT ALSO  
LOCATED NORTH 01°19'50" WEST 666.71 FEET ALONG THE WEST LINE OF  
SAID SOUTHWEST QUARTER FROM THE SOUTHWEST CORNER OF SAID  
SOUTHWEST QUARTER; RUNNING THENCE NORTH 01°19'50" WEST 428.84  
FEET ALONG THE EAST LINE OF SAID HEATHER RIDGE SUBDIVISION AND  
SAID WEST LINE OF SAID SECTION TO THE NORTHEAST CORNER OF SAID  
SUBDIVISION; THENCE SOUTH 87°40'02" WEST 348.53 FEET ALONG THE  
NORTH LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF SAID  
SUBDIVISION; THENCE NORTH 01°19'50" WEST 363.44 FEET; THENCE  
SOUTH 67°13'04" EAST 254.20 FEET; THENCE SOUTH 73°45'48" EAST  
122.16 FEET; THENCE SOUTH 01°19'50" EAST 196.89 FEET; THENCE  
NORTH 88°40'10" EAST 114.00 FEET; THENCE NORTH 64°48'14" EAST  
65.61 FEET; THENCE NORTH 88°40'10" EAST 127.18 FEET; THENCE  
NORTH 23°10'10" EAST 20.64 FEET; THENCE SOUTH 66°49'50" EAST  
82.00 FEET; THENCE SOUTH 23°10'10" WEST 125.00 FEET; THENCE  
SOUTH 32°09'54" WEST 60.75 FEET; THENCE SOUTH 01°19'50" EAST  
306.81 FEET TO THE NORTH LINE OF SAID ORCHARD HILLS SUBDIVISION;  
THENCE NORTH 89°09'50" WEST 299.21 FEET ALONG SAID NORTH LINE  
TO THE POINT OF BEGINNING.  
CONTAINING 5.701 ACRES AND 15 LOTS.