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FOR: JIM WARD
TOOELE COUNTY CORPORATION

**DECLARATION OF PROTECTIVE COVENANTS
FOR
COUNTRY CROSSING NEIGHBORHOOD PHASE 2B, PLAT 4 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 4 P.U.D.
STANSBURY PARK,
TOOELE COUNTY, UTAH**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR COUNTRY CROSSING NEIGHBORHOOD PHASE 2B, PLAT 4 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 (16) residential Lots, numbered 401-416 of the COUNTRY CROSSING NEIGHBORHOOD, PHASE 2B, PLAT 4 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 Exhibit B" attached hereto and incorporated herein by this reference, entitled "Landscape Guidelines."

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 4 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 4 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.

t. "Association" shall mean and refer to all of the Owners acting as a group in accordance with the Declaration.

u. "Common Areas and Facilities" shall mean and refer to all of the common elements in the Project including by way of illustration but not limitation the entry and entry monument.

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 Design Guidelines and Architectural Standards.** Any construction, alteration, or other work done in violation of this Declaration, the architectural standards set forth therein, or the Design Guidelines shall be considered non-conforming. 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, but not the obligation 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. In the event of any conflict between the provisions of this Declaration or the Design Guidelines, the latter shall in all respects govern and control.

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.

l. **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:

a. **Developer.** Unilaterally by the Developer at any time and

b. **Owners.** Upon the affirmative written approval of at least a majority of Owners of the Lots.

Provided, however:

1) So long as Developer shall own at least one Lot in the Project, no amendment shall be valid or enforceable without its express prior written consent; and

2) Any amendment affecting fencing, grading or any Tooele County Ordinance shall require the prior express written consent of Tooele County; and

3) The Mortgagee Protection section cannot be amended without the express written consent of all first mortgages; and

4) An amendment shall be valid immediately upon recording of the document Amending the Declaration in the office of the County Recorder of Tooele County, Utah.

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.

32. **Grant of Common Area.** The Developer hereby grants to the Association all of its Right, title and interest in and to the Common Areas and Facilities, subject to the covenants, conditions, restrictions, easements and development rights set forth in the Declaration, as it may be amended and supplemented from time to time, including the unilateral and irrevocable right of the Developer to adjust boundaries, easements, rights of way and so forth.

33. Membership in the Association. Membership in the Association is mandatory, may not be partitioned from the ownership of a Lot, and each Owner by virtue of his accepting a deed or other documents of conveyance to a Lot is deemed to be a member of the Association. The Association shall meet at least annually at a time and place set by the Management Committee.

34. Management. The Association shall be managed by a Management Committee, Who may delegate its authority to a managing member; provided, however, in the event of the failure of a duly qualified and functioning Management Committee, Tooele County may, but is not obligated to administer and operate the Association.

35. General Status, Authority and Duties of Management Committee: The Management Committee shall adopt an annual budget, insure the Common Areas and Facilities, pay all Common Expenses, allocate the Common Expenses among the Owners, bill the Owners for their portion of the Common Expenses, collect the Assessments, and take all other actions necessary or incident thereto. Any instrument executed by the Management Committee, its legal representative or Managing Member which 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 Management Committee shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The Management Committee and Managing Member shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions. The Management Committee may appoint officers and agents of the Association, such as a President and Secretary, who may, but need not be members of the Committee. Until the end of the Period of Developer's Control, the Developer shall have the exclusive, unilateral and irrevocable right to appoint the members of the Management Committee and the Managing Member. In addition, the Management Committee shall have:

a. **Access.** The power and authority to access each Lot from time to time during reasonable hours and after reasonable notice to the occupant of the Lot being entered, as may be necessary for the maintenance, repair, or replacement of any of the Common Areas and Facilities; and for making emergency repairs necessary to prevent damage to the Common Areas and Facilities or to another Lot or Lots, provided that a reasonable effort is made to provide notice to the occupant of the Lot prior to entry.

b. **Grant Easements.** The power and authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonable necessary or useful for the proper maintenance, operation or regulation of the Project.

c. **Execute Documents.** The power and authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendments.

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

e. **Enter Into Contracts.** The power and authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

f. **Promulgate Rules.** The power and authority to promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the Act and this Declaration.

g. **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 Management Committee to perform its functions on behalf of the Owners.

36. **Delegation of Management Responsibilities.** The Management Committee may delegate some of its management responsibilities to either a professional management company, an experienced on-site manager, an independent contractor, through service contracts, or any combination thereof. The Manager may be an employee or an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days, and no such contract or agreement shall be for a term greater than one (1) year. The Management Committee may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities.

37. **The Maintenance Responsibility of the Association.** The Association shall maintain and keep in good repair all Common Area and any other items designated as a common responsibility or responsibility of the Association herein (the "Area of Common Responsibility").

38. **The Maintenance Responsibility of the Owners.** Each Owner shall maintain and keep in good repair his Lot and all improvements thereon, including maintenance and landscaping of public right-of-way adjacent to or adjoining his Lot (the "Area of Personal Responsibility").

39. **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 Owners equally.

40. **Common Expenses.** Each Owner is responsible for an shall pay his Assessment and:

a. **Developer.** Anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments on any Lot owned by it until such time as: (1) the physical structures are substantially completed; (2) certificates of permanent occupancy are issued and the Dwellings are sold or rented; or (3) Developer elects in writing to pay the Assessments, whichever first occurs.

b. **Purpose of Common Area Expenses.** The Assessments provided for herein shall be used for the general purpose of managing the Common Areas and Facilities and administering the Project Documents.

c. **Creation of Assessments.** Since the Assessments shall pay for the Common Expenses of the Association, as shall be determined by the Management Committee from time to time, each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner his share of the Common Expenses and all of his Assessments.

d. **Budget.** At least thirty (30) days prior to the annual meeting of the Association, the Management Committee shall prepare and deliver to the Owners a proposed Budget which:

(1) **Itemization.** Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

(2) **Basis.** Shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and regulation of the Association, which estimate shall include but is not limited to expenses of management, ARC expenses, irrigation water, grounds maintenance, taxes and special assessments, insurance premiums, water and sewer charges, replacement of those common elements that must be replaced on a periodic basis, wages, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, major repair reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added, this estimate may need to be adjusted periodically as each new Phase is completed.

e. **Approval of Budget and Assessments.** The proposed Budget and the Assessments shall become effective unless disapproved at the annual meeting of the Association by a vote of at least a majority of the Owners present in person or by proxy. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Management Committee fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget and new Common Area Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current

year shall continue for the succeeding year.

f. **Personal Obligation of Owner.** Owners are liable to pay all Assessments, their share of the Common Expenses, fines and so forth; provided, however, no first mortgagee or beneficiary under a first deed of trust, who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.

g. **Equitable Changes.** If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Management Committee may from time to time effect an equitable change in the amount of said payments.

h. **Reserve Account.** The Management Committee shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses and major repair or capital improvements.

i. **Analysis Report.** The Management Committee shall prepare and update at least annually a written Capital Asset Replacement and Reserve Account Analysis, and make the report available to the Owners at the annual meeting of the Association.

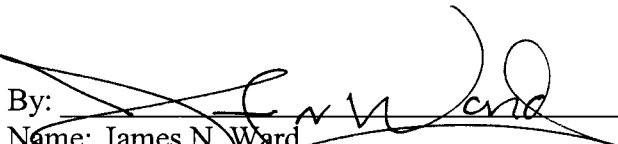
j. **Statement of Assessment Due.** Upon written request, the committee shall furnish to any Owner a statement of Assessments due, if any, on his lot. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

k. **Debt Collection.** An Assessment, charge or fine is a debt of the Owner at the time it is made and is collectible as such. Suite to recover a personal judgment for unpaid fines is maintainable by the Association or ARC without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of an Assessment, additional charge or fine when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice 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. A late fee of \$20.00 may be charged on all payments received more than ten (10) days after they were due. A finance charge of 1.5% per month may be assessed on the outstanding balance of all delinquent accounts.

The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Tooele County, Utah.

IN WITNESS WHEREOF, Developer has executed this instrument the 29th day of October, 2004

DEVELOPER:
LEUCADIA FINANCIAL CORPORATION.

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

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of October, 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 4, 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 524.47 feet and North 89°32'23" East a distance of 474.48 feet from the West Quarter corner of said Section 22; and running thence South 73°58'06" East 389.36 feet; thence South 15°57'17" West 162.61 feet, to a point on a curve, to the left having radius of 14,100.00 feet and a central angle of 01°35'13"; thence along the arc of said curve a distance of 390.52 feet, said arc subtended by a chord bearing South 15°09'41" West, a distance of 390.51 feet; thence North 73°58'06" West 124.47 feet; thence North 75°48'22" West 60.03 feet; thence North 73°58'06" West 123.71 feet; thence North 00°12'33" West 33.86 feet; thence North 06°20'37" East 251.08 feet; thence North 81°31'43" West 76.01 feet; thence North 12°36'22" East 109.36 feet to a point on a non-tangent curve to the right 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 South 75°40'53" East; a distance of 28.10 feet; thence South 73°58'06" East 18.17 feet; thence North 16°01'54" East 175.00 feet, to the point of beginning;
Containing 204,732 sq. ft. or 4.70 acres, more or less.

Contains 16 residential lots, numbered 401-416.

EXHIBIT "B"
LANDSCAPE GUIDELINES

[CONTINUED ON FOLLOWING PAGES]

L A N D S C A P E G U I D E L I N E S
C O U N T R Y C R O S S I N G
S T A N S B U R Y P A R K , T O O E L E C O U N T Y , U T A H

These Guidelines are to guide the development of landscaping on private lots, and within the adjacent Right of Way, within Country Crossing, being developed by Leucadia Financial Corporation and offered by Ivory Homes.

01. GENERAL REQUIREMENTS

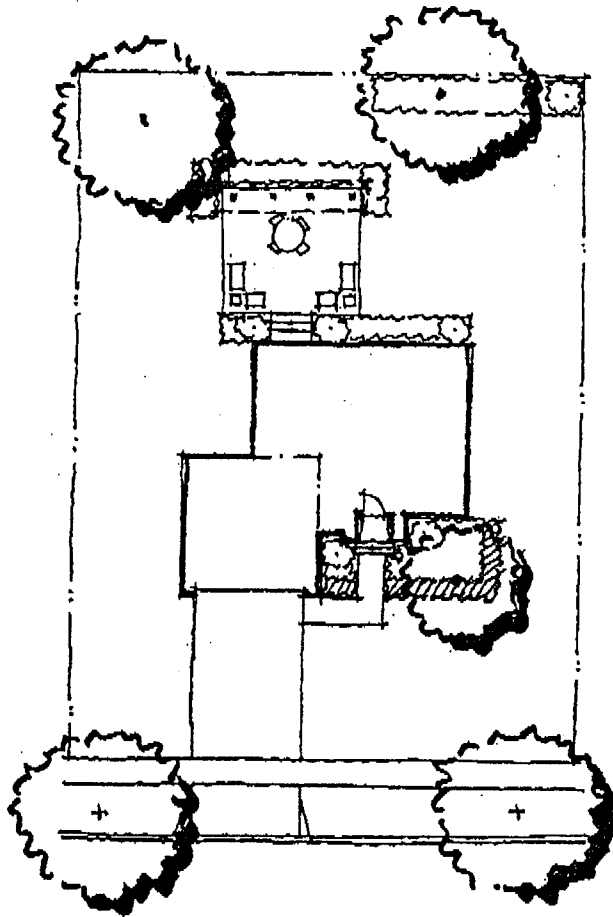
- 01.1 The direction of Tooele County is to provide guidelines to promote the conservation of water used in the landscape. This is the intent of these Guidelines.
- 01.2 The development of the landscaping described is the responsibility of the Homeowner.
- 01.3 Any Covenants, Codes, and Restrictions (CC&R) attached to this Subdivision are not affected by this Guideline and all requirements therein are to also be adhered to. The CC&R may contain requirements related to the timing of landscape installation which is not addressed herein.

02. DESIGN STANDARDS

- 02.1 For the purposes of these Guidelines, the “yard” is defined as the area of the lot less the area of the house footprint and driveway.
- 02.2 Every yard shall include:
 - 1. An irrigation system. Preferably, this is an automatic system so that water applications can be carefully monitored.
 - 2. Water-wise plants. These are to be selected from the attached lists of approved plants included in this section. If new or additional species are identified, the County may consider additions to these lists if supporting data can be provided by the applicant.
 - 3. No more than 90% of the yard in turf grasses. These are to be selected from the Approved Plant List and are species selected to require less water than normal.
 - 4. Kentucky Bluegrass is less desirable because it tends to require more water. However, it may be desirable because it is durable, will tolerate heat and cold, and will survive periods without water. Its use will be allowed only if the total area of lawn is reduced to 70% of the yard.
- 02.3 Landscaping of the Parkstrip with the Public Right of Way.
 - 1. The parkstrip adjacent to the lot is to be landscaped and maintained by the Homeowner.

2. Street trees as required by the County. These trees are specified on the Street Tree Planting Plan prepared by Ivory Homes and are consistent with the County's approved Street Tree Plant List. Plant street trees in compliance with the Street Tree Planting Plan.
3. All parkstrips shall be seeded and maintained with *Festuca longifolia* 'Serra' Serra Hard Fescue.

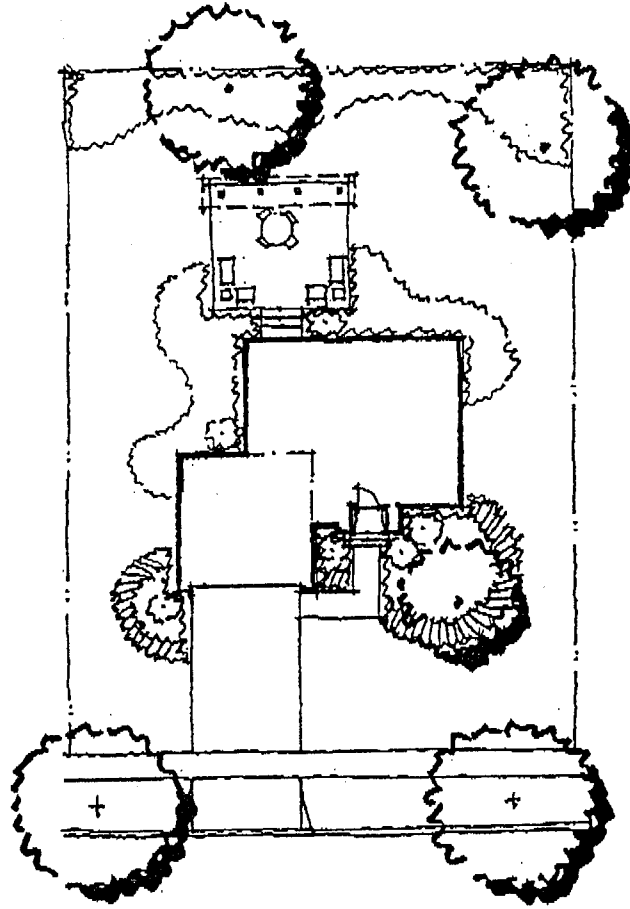
TYPICAL YARD



TABULATIONS

Lot:	8,000 S.F.
Building:	850 S.F.
Driveway:	400 S.F.
YARD:	6,750 S.F.
90 % Lawn:	6,075 S.F.
10 % Shrub Beds:	675 S.F.

TYPICAL YARD



TABULATIONS

Lot:	8,000 S.F.
Building:	850 S.F.
Driveway:	400 S.F.
YARD:	6,750 S.F.
70 % Lawn*:	4,725 S.F.
30 % Shrub Beds:	2,025 S.F.

*Could use Kentucky Bluegrass

03. APPROVED PLANT LIST

EVERGREEN TREES

BOTANICAL NAME	COMMON NAME
<i>Cedrus atlantica glauca</i>	Blue Atlas Cedar
<i>Pinus aristata</i>	Bristlecone Pine
<i>Pinus nigra</i>	Austrian Pine

DECIDUOUS TREES

Any trees on the Approved Street List are acceptable. In addition, the following trees may be selected:

BOTANICAL NAME	COMMON NAME
<i>Acer platanoides</i>	Norway Maple
<i>Acer campestre</i>	Hedge Maple
<i>Acer ginnala</i>	Amur Maple
<i>Cercis canadensis</i>	Eastern Redbud
<i>Cotinus obovatus</i>	American Smoke Tree
<i>Corylus colurna</i>	Turkish Filbert
<i>Crataegus phaenopyrum</i>	Washington Thorn
<i>Fraxinus anomala</i>	Single-leaf Ash
<i>Fraxinus pennsylvanica</i>	Green Ash
<i>Gleditsia triacanthos inermis</i>	Thornless Honeylocust
<i>Koelreuteria paniculata</i>	Goldenrain Tree
<i>Malus species</i>	Crabapple
<i>Prunus virginiana</i>	Chokecherry
<i>Pyrus calleryana</i>	Flowering Pear
<i>Quercus gambelii</i>	Gambel Oak
<i>Quercus macrocarpa</i>	Bur Oak
<i>Robinia idahoensis</i>	Idaho Locust
<i>Sophora japonica</i>	Japanese Pagoda Tree
<i>Syringa reticulata</i>	Japanese Lilac Tree
<i>Tilia cordata</i>	Littleleaf Linden
<i>Zelkova serrata</i>	Saw-leaf Zelkova

SHRUBS

BOTANICAL NAME	COMMON NAME
<i>Artemesia cana</i>	Silver Sage
<i>Artemisia frigida</i>	Fringed Sage
<i>Buddleia davidii</i>	Butterfly Bush
<i>Caragana arborescens</i>	Siberian Peashrub
<i>Caryopteris x. clandonensis</i>	Blue Mist Spiraea

SHRUBS CONTINUED

<i>Cercocarpus ledifolius</i>	Little-leaf Mountain Mahogany
<i>Cotinus coggygria</i>	Smoke Tree
<i>Cotoneaster apiculata</i>	Cranberry Cotoneaster
<i>Cotoneaster dammeri</i>	Bearberry Cotoneaster
<i>Cotoneaster divaricata</i>	Spreading Cotoneaster
<i>Cotoneaster horizontalis</i>	Rock Cotoneaster
<i>Cytissus scoparius</i>	Scotch Broom
<i>Genista hispanica</i>	Spanish Broom
<i>Kerria japonica</i>	Japanese Kerria
<i>Kolkwitzia amabilis</i>	Beauty Bush
<i>Mahonia aquifolium</i>	Oregon Grape
<i>Philadelphus microphyllus</i>	Little-leaf Mockorange
<i>Physocarpus opulifolius</i>	Ninebark
<i>Pinus mugo mughus</i>	Dwarf Mugho Pine
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil
<i>Prunus pumila v. besseyi</i>	Sand Cherry
<i>Rosa rugosa</i>	Rugosa Rose
<i>Rosa woodsii</i>	Woods Rose
<i>Rubus deliciosus</i>	Rocky Mountain Thimbleberry
<i>Salvia dorrii</i>	Dorr Sage
<i>Symphoricarpos alba</i>	Common Snowberry
<i>Syringa vulgaris</i>	Lilac
<i>Viburnum lantana</i>	Wayfaring Tree
<i>Viburnum rhytidophyllum</i>	Leather-leaf Viburnum

GROUNDCOVER

BOTANICAL NAME	COMMON NAME
<i>Antnarrria spp.</i>	Pussytoes
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick
<i>Cerastium tomentosum</i>	Snow-in-Summer
<i>Hypericum calycinum</i>	Creeping St. Johnswort
<i>Mahonia repens</i>	Creeping Mahonia
<i>Phlox subulata</i>	Creeping Phlox
<i>Thymus serpyllum</i>	Creeping Thyme

PERENNIAL FLOWERS

BOTANICAL NAME	COMMON NAME
<i>Achillea tomentosa</i>	Wooly Yarrow
<i>Allium spp.</i>	Allium
<i>Aquilegia spp.</i>	Columbine

PERENNIAL FLOWERS CONTINUED

<i>Arabis caucasica</i>	Rock Cress
<i>Armeria maritima</i>	Sea Pink
<i>Aster</i> spp.	Aster
<i>Aubrieta</i> spp.	Rock Cress
<i>Aurinia saxatilis</i>	Basket of Gold
<i>Bergenia cordifolia</i>	Bergenia
<i>Castilleja</i> spp.	Indian Paint Brush
<i>Coreopsis</i> spp.	Coreopsis
<i>Corydalis lutea</i>	Yellow Corydalis
<i>Dianthus</i> spp.	Pinks
<i>Erigeron</i> spp.	Fleabane
<i>Gaillardia</i> spp.	Blanket Flower
<i>Geranium endressii</i>	Endress Cranesbill
<i>Hemerocallis</i> spp.	Daylily
<i>Heuchera</i> spp.	Coral Bells
<i>Iberis sempervirens</i>	Evergreen Candytuft
<i>Iris</i> spp.	Bearded Iris
<i>Kniphofia uvaria</i>	Red-hot Poker
<i>Lavandula angustifolia</i>	English Lavender
<i>Limonium latifolium</i>	Sea Lavender
<i>Linum</i> spp.	Flax
<i>Papaver orientale</i>	Oriental Poppy
<i>Penstemon</i> spp.	Penstemon
<i>Salvia</i> spp.	Salvia
<i>Sempervivum tectorum</i>	Hens and Chicks
<i>Teucrium chamedrys</i>	Germander
<i>Yucca</i> spp.	Yucca
<i>Zinnia grandiflora</i>	Desert Zinnia

ORNAMENTAL GRASSES

BOTANICAL NAME	COMMON NAME
<i>Aristida purpurea</i>	Purple Threeawn
<i>Festuca ovina glauca</i>	Blue Fescue
<i>Helictotrichon sempervirens</i>	Blue Oat Grass
<i>Miscanthus sinensis</i>	Maiden Grass
<i>Stipa comata</i>	Needle-and-Thread Grass

VINES

BOTANICAL NAME	COMMON NAME
<i>Campsis radicans</i>	Trumpet Vine
<i>Clematis</i> spp.	Clematis
<i>Wisteria floribunda</i>	Japanese Wisteria

TURF GRASSES

BOTANICAL NAME	COMMON NAME
<i>Bouteloua gracilis</i> 'Hachita'	Blue Grama
<i>Buchloe dactyloides</i>	Buffalo Grass
<i>Fescue</i> spp.	Fescue
<i>Lolium perenne</i>	Perennial Ryegrass*
<i>Poa pratensis</i>	Kentucky Bluegrass*
Parkstrip grass: <i>Festuca longifolia</i> 'Serra'	Serra Hard Fescue.

* Use is subject to conditions outlined in section 02.2.4 of these Guidelines

TOOELE COUNTY STREET TREES LIST

This list is per the County website as of the date of this document. Check the website for current information.

BOTANICAL NAME	COMMON NAME
<i>Tilia americana</i>	American Basswood
<i>Quercus muehlenbergii</i>	Chinkapin Oak
<i>Ginkgo biloba</i>	Ginkgo
<i>Celtis occidentalis</i>	Common Hackberry
<i>Quercus rubra</i>	Northern Red Oak
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Liriodendron tulipifera</i>	Tuliptree
<i>Gymnocladus dioica</i> '	Kentucky Coffee Tree
<i>Ulmus americana</i> 'Homestead'	Homestead Elm
<i>Ulmus parvifolia</i> 'Pioneer'	Pioneer Elm
<i>Ulmus carpinifolia</i> 'Regal'	Regal Elm

04. SUBMITTAL REQUIREMENTS

- 04.1. To ensure compliance with the intent of these Guidelines a Design Review Committee has been established for the Neighborhood. Each Homeowner must submit, for review and approval, the following:
 1. Landscape Plan: Including all proposed improvements to the yard. These shall include, but not be limited to: Walks, patios, decks, garden structures, walls, trees, lawns, shrub and groundcover beds, vegetable gardens, garden sculpture, etc.
 2. Proposed Plant List: Should be in compliance with the Approved Plant List contained herein.
 3. Area of Yard (Square feet contained in the lot less square feet contained in the footprint of the house and driveway)
 4. Area, by percentage of the Yard, of proposed lawn.
 5. Area, by percentage of the Yard, of proposed planting beds (Shrubs, groundcover, perennial flowers, or combination thereof).
- 04.2. All Drawings submitted must be drawn to scale.
- 04.3. The Design Review Committee shall approve the submitted plan or shall deny approval giving specific reasons for denial. Denial can only be based upon violation of any of the guidelines contained herein.
- 04.4. If a submittal is denied, the applicant shall modify the plan, addressing the Committee's concerns, and make revised submittal to the Design Review Committee.