

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
PANGAEA SUBDIVISION AKA PANGAEA ESTATES**

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**A SUBDIVISION  
IN THE  
COUNTY OF WASATCH, STATE OF UTAH**

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**PANGAEA DEVELOPMENT, L.L.C.,  
a Utah limited liability company**

**AS DEVELOPER**

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**WHEN RECORDED RETURN TO:**

*IVORY HOMES, LTD.  
970 E. Woodoak Lane  
Salt Lake City, Utah 84117*

Ent 234962 Bk 0511 Pg 0787-0805  
ELIZABETH PARCELL, Recorder  
WASATCH COUNTY CORPORATION  
2001 JUL 11 1:43pm Fee 75.00 MWC  
FOR HERROD CHRISTOPHER N

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**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
PANGAEA SUBDIVISION AKA PANGAEA ESTATES**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR PANGAEA SUBDIVISION AKA PANGAEA ESTATES (the "Declaration"), dated for reference May 10, 2001, is executed by PANGAEA DEVELOPMENT, L.L.C., a Utah limited liability company, of (the "Developer"), with reference to the following:

**RECITALS**

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

B. Developer has subdivided the Property into Lots 1 through 29 of the PANGAEA SUBDIVISION which is also known as PANGAEA ESTATES (hereinafter referred to as APANGAEA ESTATES@).

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

D. 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 and landscaping within the Subdivision (the "ARC").

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

- c. "Committee" shall mean the ARC.
- d. ADwelling@ shall mean the detached single family residence, place of habitation, abode or living unit constructed upon a Lot.
- e. "Entry" shall mean the entryway to the Subdivision.
- f. "Entry Monument" shall mean the Subdivision monument located at the Entry to the Project.
- g. AIvory Homes@ shall mean and refer to Ivory Homes, Ltd.
- h. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Dwelling constructed thereon.
- i. "Owner" or "Owners" shall mean the record owner or owners, whether one (1) or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
- j. APangaea Development, L.L.C.@ shall mean and refer to the Developer.
- k. APeriod of ARC 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 Ivory Homes have been sold; or (2) Five years from the effective date of this Declaration; or (3) When, in its sole discretion, Ivory Homes so determines.
- l. APerson@ shall mean and refer to a natural person, corporation, partnership, trust, limited liability company or other legal entity.
- m. APlans 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.
- n. APlat Map@ shall mean and refer to the "Record of Survey Map or Maps of PANGAEA ESTATES, as it may be amended from time to time. The Plat Map will show the location of the Lots.
- o. "Project" shall mean the Subdivision.

p. ARecreational, 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.

q. AParking Pad@ shall mean and refer to the cement or concrete, (or other construction material approved in writing by the ARC) parking pad in the side yard of a Lot intended for the parking or storing of a Recreational, Commercial or Oversized Vehicle.

r. AParking 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.

s. "Subdivision" shall mean PANGAEA ESTATES.

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

3. Right to Expand Application. The Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded.

4. Architectural Issues. Since aesthetics, the harmony of design, and quality of construction and materials throughout the Subdivision is important, all architectural designs, plans, specifications 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 Subdivision.

5. Architectural Review Committee (the "ARC"). Until the termination of the APeriod of ARC Control,@ the ARC has the sole right and exclusive authority to resolve all architectural issues and may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder as the ARC, which before the termination of the APeriod of ARC Control@ shall consist of three individuals, two of whom must be appointed by Ivory Homes and the third must be appointed by the Developer, and thereafter may consist of (a) a single individual, architect or engineer, or (b) a committee comprised of architects, engineers or other persons who may or may not be Owners, or 8 a combination thereof. Powers may be delegated by the ARC, provided any such delegation shall specify the scope of responsibilities delegated, and, prior to the termination of the Period of ARC Control, shall be subject to the irrevocable right of Ivory Homes to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and/or to veto any decision which Ivory Homes determines, in its sole discretion, to be inappropriate or inadvisable. The initial ARC will be made up of Brian C. Apsley, David P. Zollinger and Christopher N. Herrod, who shall serve until such time as their successors are qualified and appointed. a. Terms. Members serving on the ARC shall be appointed or elected to serve two (2) year terms. Any member of the ARC who fails on three (3) successive occasions to attend regularly scheduled meetings or who has failed to attend at least twenty-five percent (25%) of all regularly

scheduled meetings held during any twelve (12) month period shall automatically forfeit his seat. Except for members of the ARC appointed by the Developer or Ivory Homes prior to the termination of the Period of ARC Control, members of the ARC may be removed at any time by the affirmative vote of at least a majority of the Owners. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the ARC until his successor qualifies and is properly appointed by the Developer and/or Ivory Homes or, after the termination of the Period of ARC Control, elected by the Owners. Members of ARC shall not be compensated for their services although they may be reimbursed for costs advanced.

6. ARC Powers and Standing. 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. To Enter. 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 Subdivision 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.

b. 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.

c. Standing. The power to sue and be sued.

d. Enter Into Contracts. The authority to enter into contracts which in any way concern the Subdivision.

e. 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.

f. 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.

7. Fines and Individual Assessments. After notice and a hearing, the ARC may fine or individually assess Owners for the failure to comply with the Declaration or any rules and regulations adopted from time to time. Simple interest at the rate of one and 2 percent (1.5%) per

month shall accrue on all delinquent accounts.

8. Collections. Any fine or individual assessment is a debt of the Owner at the time the Assessment is made and is collectible as such. Suit to recover a money judgment for unpaid fines or assessments is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of a fine or assessment 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.

9. Insurance. If reasonably available, the ARC may elect to purchase adequate liability, errors and omissions, directors and officers insurance and/or a fidelity bond.

10. Transfer of Control of ARC. Within forty-five (45) days after the termination of the Period of ARC Control (unless otherwise agreed), Ivory Homes shall transfer the right to appoint two members of the ARC to the Owners.

11. 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 design, harmony of external design with existing structures, 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 committee 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. However, no Dwelling shall be constructed or altered unless it meets the following requirements:

- a. Only single family residential Dwellings are allowed.
- b. The height of any Dwelling shall not exceed two stories above ground.
- c. Each Dwelling must have a minimum of 2600 square feet of living space, excluding the garage. Basement square footage may be included as part of the 2600 square feet.
- d. Without the prior written consent of the ARC, each Dwelling shall have a private

garage for not less than two motor vehicles.

e. The Dwelling exteriors, in their entirety, must consist of either maintenance free stucco and masonry, unless another construction material is approved by the ARC in writing. No aluminum or vinyl siding is permitted.

f. Any detached accessory building must conform in design and materials with the primary residential Dwelling.

g. All front yards of Lots shall be fully landscaped within one (1) year of the closing on the transaction. Landscaping and all grading and drainage shall be designed in such a way to control water run-off so that any Lot within the Subdivision 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 adopted by the ARC.

h. No fence or similar structure shall be built in any front yard to a height in excess of four (3') feet, nor shall any fence or similar structure be built in any side or rear yard in excess of six (6) feet. Chain link fencing is not be allowed. Natural wood, 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. Standards. 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.

12. Ivory Homes Catalogue. Any and every home design, plan or specification contained within the Ivory Homes Catalogue for 2001 or any subsequent catalog which meets the square footage requirement shall be considered approved and qualify for construction, and no other consent shall be required.

13. 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 (including colors) to be used on the exterior of the Dwelling.

14. 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, addendum's or riders noting the colors of all materials to be used on the exterior of the Dwelling.

15. 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.

16. 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.

17. **Limitation of Liability.** Neither the Developer, Ivory Homes or 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, Ivory Homes 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 their review or approval of architectural designs, plans and specifications.

18. **Enforcement.** 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. All costs incurred, together with the interest at the fixed rate of 1.5% per month, shall be considered the debt of the Owner and shall be collectible as such.

19. **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 Subdivision, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the ARC, the Developer or Ivory Homes, nor their employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.

20. **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 Subdivision:

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 shall be at least six (6) months. All leases shall be in writing.

b. Business Use. No commercial Trade or Business may be conducted in or from any Dwelling unless: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (2) the business activity conforms to all zoning requirements for the Subdivision; (3) the business activity does not involve persons coming onto the Subdivision who do not reside in the Subdivision or door-to-door solicitation of residents of the Subdivision; and (4) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the ARC. Notwithstanding the foregoing, the leasing of a Dwelling 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 Subdivision 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) No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets or in front yards; provided, however, recreational, commercial, oversized or other motor vehicles may be stored on cement parking slabs in side yards so long as they are in running condition, regularly used and properly licensed.
- 7) 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 sanitary container, 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 Subdivision 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 Subdivision is forbidden. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to three 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 Subdivision 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 his residents may cause to another Owner or another Owner's Lot or Dwelling, and promptly restore the property to its original condition.

j. Signs. No signs, billboards or advertising structures may be built or displayed on the Property or any Lot except for a single sign with a maximum size of 4' x 4' for specific purpose of advertising the sale of a Dwelling; provided, however, this requirement does not relate to Ivory

Homes, who may use whatever signs it deems appropriate to market its Lots, Homes and Model Home.

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 Subdivision land use and buildings.

l. Landscaping. All landscaping, grading and drainage of the land in each Lot shall be completed as determined by the ARC and so as to comply with and not impair all flood control requirements of the Subdivision and the other Lots.

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 conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Developer.

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.

21. Voting. Each Owner shall have one (1) vote.

22. Ivory Home=s Sales Program. Notwithstanding anything to the contrary, until the

termination of the Period of ARC Control neither the Owners nor the Developer shall interfere or attempt to interfere with Ivory Home=s completion of improvements and sale of all of its remaining Lots and Dwellings, and Ivory Homes 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 Model Lots. Ivory Homes 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 Ivory Homes's sales effort, or any combination of the foregoing;

b. Promotional. Ivory Homes 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. Ivory Homes 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 the preceding portion of this Section. Within a reasonable period of time after the happening of the occurrence, Ivory Homes shall have the right to remove from the Subdivision any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Ivory Homes's sales effort.

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

e. Ivory Homes's Rights Assignable. All of the rights of Ivory Homes 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 Subdivision title to which is vested in Ivory Homes 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 Ivory Homes (in its capacity as Builder) herein.

23. 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.

24. 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 the Developer, Ivory Homes and all parties who hereafter acquire any interest in a Lot, the Subdivision 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.

25. 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 attorney's fees, costs and expenses which may arise or accrue.

26. 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 Committee 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 Committee 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.

27. 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 Salt Lake County, Utah; provided, however, so long as Ivory Homes shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without its express prior written consent.

28. Disclaimer and Waiver. Because Ivory Homes has purchased certain finished Lots from the Developer and is, thus, a Builder, and not the Developer of the Subdivision, any Owner by accepting a deed or other document of conveyance to a Lot is considered to have waived, released and forever discharged any claim against Ivory Homes he may have or claim to have against the Developer and covenants not to sue Ivory Homes for any such claim, although his remedy against the Developer is expressly reserved hereby.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

BEGINNING AT A POINT WHICH LIES WEST 2417.326 FEET AND SOUTH 4.960 FEET, ACCORDING TO UTAH COORDINATE BEARINGS, CENTRAL ZONE, FROM THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG A FENCE: SOUTH 89°53'35" WEST 585.53 FEET; THENCE NORTH 127.88 FEET; THENCE WEST 162.02 FEET TO A FENCE; THENCE SOUTH 00°10'44" WEST 127.17 FEET ALONG A FENCE TO A FENCE CORNER; THENCE ALONG A FENCE THE FOLLOWING THREE COURSES: SOUTH 89°16'52" WEST 301.74 FEET, NORTH 89°06'06" WEST 119.09 FEET, SOUTH 88°04'42" WEST 132.46 FEET TO A FENCE CORNER; THENCE SOUTH 00°23'09" EAST 357.45 FEET ALONG A FENCE TO A FENCE CORNER; THENCE NORTH 89°33'11" EAST 240.11 FEET ALONG A FENCE; THENCE NORTH 89°52'04" EAST 796.20 FEET ALONG A FENCE TO A FENCE CORNER; THENCE SOUTH 00°52'01" EAST 54.69 FEET ALONG A FENCE TO A FENCE CORNER; THENCE SOUTH 68°51'55" EAST 1.81 FEET ALONG A FENCE; THENCE ALONG A FENCE SOUTHEASTERLY 205.92 FEET ALONG THE ARC OF A 553.78 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF SAID CURVE BEARS SOUTH 79°31'05" EAST 204.73 FEET; THENCE NORTH 89°49'46" EAST 330.64' ALONG A FENCE; THENCE ALONG THE WESTERLY LINE OF A ROAD THE FOLLOWING TWO COURSES: NORTH 40°23'31" WEST 15.11, NORTHWESTERLY 515.14' ALONG THE ARC OF A 1533.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF SAID CURVE BEARS NORTH 30°45'55" WEST 512.72' FEET TO THE POINT OF BEGINNING. AREA = 12.947 ACRES.

*All of Lots 1-29 in Paugaea Subdivision and areas not designated as Lots or Rights of way.*

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| PARCEL ##    | NAME            | PROP               | ADDRESS            | ACRES |
|--------------|-----------------|--------------------|--------------------|-------|
| 00-0020-0641 | PANGAEA DEVELOP | OPG-0001-0-007-045 | 1257 S PANGAEA CIR | 0.36  |
| 00-0020-0642 | PANGAEA DEVELOP | OPG-0002-0-007-045 | 1245 S PANGAEA CIR | 0.30  |
| 00-0020-0643 | PANGAEA DEVELOP | OPG-0003-0-007-045 | 1248 S PANGAEA CIR | 0.32  |
| 00-0020-0644 | PANGAEA DEVELOP | OPG-0004-0-007-045 | 1262 S PANGAEA CIR | 0.27  |
| 00-0020-0645 | PANGAEA DEVELOP | OPG-0005-0-007-045 | 620 W 1250 S       | 0.31  |
| 00-0020-0646 | PANGAEA DEVELOP | OPG-0006-0-007-045 | 636 W 1250 S       | 0.29  |
| 00-0020-0647 | PANGAEA DEVELOP | OPG-0007-0-007-045 | 654 W 1250 S       | 0.28  |
| 00-0020-0648 | PANGAEA DEVELOP | OPG-0008-0-007-045 | 674 W 1250 S       | 0.31  |
| 00-0020-0649 | PANGAEA DEVELOP | OPG-0009-0-007-045 | 708 W 1250 S       | 0.31  |
| 00-0020-0670 | PANGAEA DEVELOP | OPG-000A-0-006-045 |                    | 0.47  |
| 00-0020-0650 | PANGAEA DEVELOP | OPG-0010-0-007-045 | 730 W 1250 S       | 0.28  |
| 00-0020-0651 | PANGAEA DEVELOP | OPG-0011-0-007-045 | 752 W 1250 S       | 0.26  |
| 00-0020-0652 | PANGAEA DEVELOP | OPG-0012-0-007-045 | 772 W 1250 S       | 0.25  |
| 00-0020-0653 | PANGAEA DEVELOP | OPG-0013-0-007-045 | 792 W 1250 S       | 0.27  |
| 00-0020-0654 | PANGAEA DEVELOP | OPG-0014-0-007-045 | 796 W 1250 S       | 0.38  |
| 00-0020-0655 | PANGAEA DEVELOP | OPG-0015-0-007-045 | 799 W 1250 S       | 0.45  |
| 00-0020-0656 | PANGAEA DEVELOP | OPG-0016-0-007-045 | 795 W 1250 S       | 0.28  |
| 00-0020-0657 | PANGAEA DEVELOP | OPG-0017-0-007-045 | 777 W 1250 S       | 0.33  |
| 00-0020-0658 | PANGAEA DEVELOP | OPG-0018-0-007-045 | 755 W 1250 S       | 0.33  |
| 00-0020-0659 | PANGAEA DEVELOP | OPG-0019-0-007-045 | 735 W 1250 S       | 0.33  |
| 00-0020-0660 | PANGAEA DEVELOP | OPG-0020-0-007-045 | 713 W 1250 S       | 0.33  |
| 00-0020-0661 | PANGAEA DEVELOP | OPG-0021-0-007-045 | 691 W 1250 S       | 0.33  |
| 00-0020-0662 | PANGAEA DEVELOP | OPG-0022-0-007-045 | 669 W 1250 S       | 0.33  |

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1 HOOPES GENE W  
2 HOOPES TERRY

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| PARCEL ##               | NAME                           | PROP ADDRESS                    | ACRES           |
|-------------------------|--------------------------------|---------------------------------|-----------------|
| 00-0020-0663            | PANGAEA DEVELOP                | OPG-0023-0-007-045 651 W 1250 S | 0.32            |
| 00-0020-0664            | PANGAEA DEVELOP                | OPG-0024-0-007-045 625 W 1250 S | 0.32            |
| 00-0020-0665            | PANGAEA DEVELOP                | OPG-0025-0-007-045 599 W 1250 S | 0.28            |
| 00-0020-0666            | PANGAEA DEVELOP                | OPG-0026-0-007-045 581 W 1250 S | 0.29            |
| 00-0020-0667            | PANGAEA DEVELOP                | OPG-0027-0-007-045 567 W 1250 S | 0.26            |
| 00-0020-0668            | PANGAEA DEVELOP                | OPG-0028-0-007-045 551 W 1250 S | 0.26            |
| 00-0020-0669            | PANGAEA DEVELOP                | OPG-0029-0-007-045 535 W 1250 S | 0.44            |
| <del>00-0001-7918</del> | <del>MOMCAT LTD</del>          | <del>OPH-1001-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-7926</del> | <del>MOMCAT LTD</del>          | <del>OPH-1002-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-7934</del> | <del>VERNON LEO P &amp;</del>  | <del>OPH-1003-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-7942</del> | <del>VERNON LEO P &amp;</del>  | <del>OPH-1004-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-7959</del> | <del>NEILSON RUSSELL</del>     | <del>OPH-1005-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-7967</del> | <del>JACOBS JEN</del>          | <del>OPH-1006-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-7975</del> | <del>BEAUX LLC THE</del>       | <del>OPH-1007-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-7983</del> | <del>GLINES CHARLES</del>      | <del>OPH-1008-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-7991</del> | <del>NIELSON DEE K &amp;</del> | <del>OPH-1009-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-8007</del> | <del>SMITH H DUANE T</del>     | <del>OPH-1010-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-8015</del> | <del>GILBERT GRANT R</del>     | <del>OPH-1011-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-8023</del> | <del>LEE VAN LEASING</del>     | <del>OPH-1012-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-8031</del> | <del>HUNTSMAN NED L</del>      | <del>OPH-1013-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-8049</del> | <del>LOVELESS RAY E</del>      | <del>OPH-1014-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-8056</del> | <del>E S AND AFTER L</del>     | <del>OPH-1015-0-009-410</del>   | <del>0.00</del> |
| <del>00-0001-8064</del> | <del>E S AND AFTER L</del>     | <del>OPH-1016-0-009-410</del>   | <del>0.00</del> |

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No Recorder Notes Entered

- 1 HOOPES GENE W
- 2 HOOPES TERRY

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