

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF

ELK RIDGE ESTATES SUBDIVISION PLAT 3
TOOELE, UTAH

This Declaration is made and executed this 9th day of November,
2005, by Realty Development Consultants, LLC (RDC), a Utah limited liability
company (hereinafter referred to as "Declarant").

Recitals:

- a. Declarant is the record owner of that certain tract of Property more particularly described in Article II of this Declaration.
- b. Various improvements have been or will be made to the Property described in Article II of this Declaration in connection with the development of the property. Declarant desires to provide for the preservation of the values and amenities in said development. To this end and for the benefits of the property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration to the covenants, conditions restrictions, easements, charges, and liens hereinafter set forth.

Now, Therefore, for the foregoing purposes, Declarant hereby declares that the property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.

I. Definitions

When used in this Declaration (including in that portion hereof entitled "Recitals") the following terms shall have the meanings indicated:

1. Architectural Control Committee shall mean the Architectural Control Committee appointed by the Declarant pursuant to Article IV of this Declaration.
2. Declarant shall mean and refer to Realty Development Consultants, LLC., a Utah corporation and/ or any successor to said corporation which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relationship to the project as did its predecessor.
3. Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, As the same may be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof.
4. Living Unit shall mean and refer to a house, similar structure or portion of a structure: located on a Lot which is designed and intended for human occupancy.
5. Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat and intended for private use and ownership.

6. Mortgage shall mean and includes both a first mortgage on any Lot or a first deed of trust on any Lot.
7. Mortgage shall mean and include both a mortgage under a first mortgage on any lot and a beneficiary under a first deed of trust on any Lot.
8. Owner shall mean and *refer* to the person who is the owner of record (in the office of the County Recorder of Tooele County, Utah) of a fee or an undivided fee interest in any lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclose or any arrangement or proceeding in lieu thereof.
9. Plat shall mean and refer to the Subdivision Plat 3 for the Elk Ridge Estates Subdivision, executed and acknowledged by Declarant, Prepared and certified to by a duly registered Utah Licensed Professional Engineer Certificate No. 174774 and consisting of 1 sheet(s).
10. Projects shall mean and refer to Elk Ridge Estates Subdivision., shown on the Plat and governed by this Declaration.
11. Property shall mean and refer to the following tract of real property in #9 above & situated in Tooele County, State of Utah:

See & Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, accompanying the above-described parcel or real property.

EXCLUDING all presently existing or to be constructed or installed utility lines and related facilities which are now or hereafter owned by any governmental or quasi governmental authority or by any public or private utility company, including (without limitation) all water pipes, lines, and related facilities now or hereafter located within the Project.

II. MAINTENANCE

Each Lot and Living Unit shall be maintained by the Owner thereof in a clean and orderly condition and in such condition as does not detract from the appearance of the Property and does not affect adversely the value or use of any other lot or living unit. Each owner shall be responsible to pay for utility services (including, without limitation, both hookup and installation fees and periodic charges) which are separately charged, billed, and/or metered to the Lot owned by such Owner by governmental or quasi-governmental authorities or by public or private utility companies.

III. USE AND BUILDING RESTRICTIONS

1. Use of Lots and Living Units. All lots and Living Units are restricted to use as single-family residential housing: provided, however, that a portion of a Living Unit can be used as a maid or servants quarters if: (i) such use is approved by all appropriate governmental and quasi-governmental bodies having jurisdiction over such matters; and (ii) such use is approved by the Architectural Control Committee. Under no circumstances shall a Living Unit be used for other than a single-family residence. No Lot or Living Unit shall be used, occupied or altered in violation of law, so as to detract from the appearance or value of any other Lot or Living Unit so as to create a nuisance or interfere with the rights of any Owner. No aluminum foil, newspapers, or any other similar materials may be used to cover the windows in any Living Unit or other structure.

2. Heating and Air Conditioning Units. Except for evaporative coolers, any heating , air conditioning or other heating or cooling equipment of any nature whatsoever, if placed outside the dwelling house, shall either be located on the ground or screened or concealed from neighboring property and the streets. Evaporative coolers may be located on the ground in accordance with the foregoing sentence or on the roof of the Living Unit. If located on the roof of the Living Unit, evaporative coolers shall be installed on the rear portion of the roof away from the street and below the ridge line. Any portion of an on-the-ground installation of heating or cooling equipment that is seen from the street shall be screened in such a way manner as will harmonize with the balance of the residence. Such screening shall be subject to the approval of Declarant and the Architectural Control Committee

3. Service and Utility Lines. Electric, power, telephone, television and other service and utility lines of every kind or character (whether now or hereafter invented or used) shall be placed and kept underground (except to the extent, if my such underground placement may be prohibited by law). This restriction shall apply to the service and utility lines for each and every Lot in the Project, as well as to the distribution line located in the Streets or elsewhere in the Project. However, the foregoing shall not prohibit services pedestals and above ground switch cabinets and transformers, where required.

4. **Vehicles-Parking**. All motor vehicles shall be parked either in a garage or driveway. Motorized and other vehicles shall not be parked in the street for more than twenty-four (24) consecutive hours.

5. **Recreational Vehicles**. Boats, trailers, and campers shall be parked either in the garage or on a concrete pad located on the side of the garage, within the lot of the owner concerned. When parked within a Lot, such boats, trailers, campers, and similar vehicles shall be kept in an enclosed structure or screened from view by a six (6) foot fence and shall not extend beyond the front elevation of the Living Unit.

6. **Animals** No animals other than small household pets (ie., dogs and cats) shall be kept or allowed on any Lot. Whenever a permitted animal is allowed to leave a lot it shall be either on a leash or in a cage. No animals of any kind shall be raised, bred or kept for any commercial purpose.

7. **Nuisances**. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise there from so as to render any other part of the property unsanitary or unsightly or which would be offensive or detrimental to any other part of the property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the property so as to be offensive or detrimental to any other part of the Property or to the occupants thereof. No lot or Living Unit shall be used for business, Professional, commercial or institutional purposes.

8. **Unsightly Articles**. No unsightly articles shall be permitted to remain on a Lot so as to be visible from any other Lot. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container, and any such container shall be kept within an enclosed structure or appropriately screened from view, except when placed at the street for collection by the appropriate service. No metals, bulk materials or scrap, or refuse or trash shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or when appropriately screened from view.

9. **Signs**. No sign of any kind shall be displayed to the public view without the approval of the Architectural Control Committee, except such signs as may be erected by Declarant for permanent identification of the Project or used be Declarant in connection with the development and sale of Lots advertising a Lot or Living Unit for sale or lease. Display of any "for sale" or "for Lease" sign more than two (2) feet by one and one half (1/2) feet shall require the prior written approval of the Architectural Control Committee. A residential identification sign for a lot is permitted but should not exceed two (2) square feet in surface area.

10. **No Hazardous Activities**. No activities shall be conducted on the Property and no improvement shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the property and no open fires shall be lighted or

permitted on the property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

11. **Motor bikes and Snowmobiles.** All motorcycles, trail bikes, powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only on established streets and parking areas and are specifically prohibited from all other portions of the Property. The operation of snowmobiles and "all terrain vehicles" is specifically prohibited on all parts of the Property.

12. **Landscaping.** The manicured yard of each Lot shall be fully landscaped within one (1) year from occupancy of the Living Unit on said Lot. Each owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and other flammable materials on the Lot owned by such Owner so as to minimize fire and other hazards to any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, livestock, land, or the public health.

13. **Temporary and Other Structures.** No structure shall be constructed or placed on any Lot prior to construction and completion of the Living Unit, except as follows: Subject to prior approval of Declarant, temporary structures may be erected or placed on a Lot when the same are used in connection with the construction of the Living Unit permitted herein and such temporary structures shall be promptly removed upon completion of said Living Unit. Subject to prior approval of Declarant, a temporary sales office used only for the original sale of lots and/or Living Units to be constructed on Lots within the project may be erected, placed or maintained on a Lot during the original sale thereof; and said temporary sales office shall be promptly removed upon the completion of the original sale of the Lots and/or Living Units in this Project. Structures of a temporary nature, trailers, basement houses, mobile homes, modular homes, prefabricated housing, tents, or shacks shall not be used at any time as a residence either temporarily or permanently. No old or secondhand structures shall be moved onto any lot, it being the intention hereof that all Living Units and other buildings erected on Lots or within the property shall be new, permanent, on-site construction of good quality workmanship and materials.

14. **Drainage.** No Owner may interfere with the established drainage pattern over any part of the Project unless adequate provision is made for proper drainage and is approved in advance by the Architectural Control Committee. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Project by Declarant is completed or which is shown on any plans of Declarant or plans approved by the Architectural Control Committee.

15. **Excavations and Grading.** No excavating or grading shall be done that may cause either temporary or permanent erosion of dirt or soil onto adjacent Lots or Property. No excavating or grading shall be done that concentrates or diverts the natural flow of water onto adjacent Lots or property.

16. **Chimneys.** All wood or coal burning chimneys will be equipped with appropriate spark screens as approved by the Architectural Control Committee.

17. **Trees.** Native trees and timber shall not be removed from any Lot except as may be deemed necessary by the Declarant or the Architectural Control Committee for the construction of a Living Unit, other authorized structure, or necessary site development.

18. **Storage Tanks and Utility Lines.** All water tanks or similar storage facilities shall either be constructed as an integral part of a Living Unit or shall be installed or constructed underground. All utility services, including but not limited to, phone lines, power lines, and water and sewer lines shall be located underground.

19. **Clothes Lines and Storage.** All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened so as to conceal them from view of neighboring property and streets.

20. **Garbage and Refuse Disposal.** All rubbish, trash or garbage shall be kept in containers, out of view, and not allowed to accumulate on the premises. No rubbish, trash or garbage shall be burned on the premises. Incinerators of every kind shall be prohibited.

21. **Vacant Lots.** All lots shall be maintained in such a way as to not detract from the natural beauty of the subdivision or become unsightly to the surrounding neighbor. No trash, vehicles or any other materials shall be dumped, placed or stored on vacant lots. The Owner of a vacant Lot shall maintain a Lot so that weeds and other plant life is controlled in a sightly manner.

22. **Oil and Mining Operations.** No oil drilling oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

23. **No Further Subdividing.** No Lot may be further subdivided.

24. **Exception for Declarant.** Notwithstanding the restrictions contained in this Article III. For the twenty (20) year period following the date on which this declaration is filed for record in the office of the County Recorder of Tooele County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it in furtherance of any construction, marketing, or sale effort, or to facilitate the improvement and/or sale of all Lots owned by Declarant.

IV. Architectural Control

1. **Architectural Control Committee.** The Declarant shall appoint a three-member Architectural Control Committee, the function of which shall be to insure that all Living units and other improvements within the Lots harmonize with existing surroundings and structures and comply with the requirements set forth in this Article IV. The committee

need not be composed of Owners. If the Architectural Control Committee is not initially so appointed, the Declarant shall perform the duties required of the Committee until such time as the Architectural Control Committee is so appointed or Declarant resigns as provided herein. A member of the Architectural Control may resign upon thirty (30) days written notice to the Declarant and the remaining members of the Committee. Upon resignation of any member of the Architectural Control Committee, Declarant shall have forty-five (45) days to appoint a replacement member. Should Declarant fail to appoint a replacement member of the Architectural Control Committee within the time frame specified, a majority of the then existing record Owner of Lots within the Project shall appoint a replacement member.

1. **Standards.** In deciding whether to approve or disapprove plans and specifications submitted to it the Architectural Control Committee shall use its best judgment to insure that all improvements and construction on Lots within the Property conform to and harmonize with existing surroundings and structures and comply with the requirements of this Article IV.
2. **Submission to the Architectural Control Committee.** No living Unit, accessory or addition to a Living Unit, other structures or building, or fence shall be constructed or maintained, and no grading or removal of natural vegetation shall occur, on a Lot unless approved in advance by the Architectural Control Committee.
3. **Approval Procedure.** Any plans and specifications submitted to the Architectural Control Committee shall be approved or disapproved by it in writing within thirty (30) days after compliance with the requirements of paragraph (a) through (e) of this section or thirty (30) days after approval by all appropriate governmental and quasi-governmental authorities, which ever is later. In the event the Architectural Control Committee fails to take any action within such period it shall be deemed to have approved the material submitted. Approval is conditioned upon compliance with the following procedure:
 - (a) The owner concerned signing a notice indicating that he has read and understood this Declaration.
 - (b) The owner concerned depositing with the Architectural Control Committee a Three Hundred Fifty Dollars (\$350.00) security deposit to insure compliance with the provisions of this Declaration. Two Hundred Fifty Dollars (\$250.00) of such deposit shall be refundable if all provisions of this declaration are complied with through the completion of the Living Unit or other structure or building concerned. One Hundred Dollars (\$100.00) of said deposit shall be retained by the Architectural Control Committee to reimburse it for plan approval costs. The amount of said security deposit and the amount to be retained by the Architectural Control Committee may be increased by the Declarant without amending this Declaration.

- (c) The Owner concerned submitting a site layout plan showing : (1) the proposed Living Unite or other structure or building as it will be situated on the Lot: (2) the extent of all cutting, filling, grading and other excavation proposed in conjunction with construction of the proposed Living Unit and the landscaping of the Lot: (3) the pre-construction and post-construction slope of each portion of the Lot and of the driveway serving the proposed Living Unit: (4) a drainage plan for disposition of storm water runoff from the Lot: (5) the relationship of the basement, above-ground floors, and roof to the original and finish grades of the particular Lot: (6) the location and type of all natural vegetation on the Lot and a landscaping and revegetation plan for the areas to be disturbed during construction and Landscaping: and (7) the location and design of any proposed fence on the Lot.
- (d) The owner concerned submitting a complete set of Architectural plans including (without limitation):
 - (1) A cross section of the proposed walls of the home indicating type of support, insulation , and exterior finish.
 - (2) One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, including brick, stone, and wood siding, roofing materials, etc.
- (c) Any subsequent changes, improvements, or alterations in such plans must be submitted to the Architectural Control Committee for written approval.

4. **Living Unit Size.** The ground floor area of Living Units, exclusive of open porches and garages, shall not be less than 1300square feet for a one story Living Unit or less than 1600 square feet for a Living Unit of more than one story. In so-called split-entry or bi-level Living Units, the ground floor shall be defined as only two levels and not all multiple levels combined. The Architectural Control Committee may allow smaller plans if substantially changed circumstances justify it. Each lot containing a Living Unit shall also contain an attached or unattached garage for no fewer than two (2) nor more than three (3) cars.

5. **Building Location.** The following minimum yard requirements and other restrictions shall apply to all Living Units and accessory buildings:

- (a) Set Back Lines. Unless a written exception is granted by the Delarant where unusual circumstances exist, the following set back lines shall apply:
 - (1) No building shall be located on any Lot nearer than thirty-one (31) feet to the front Lot line, or nearer than fifteen (15) to any side street line.
 - (2) No building shall be located nearer than eight (8) feet to an interior Lot Line, and both side yards , when added together, shall be at least twenty (20) feet.
 - (3) No dwelling shall be located farther than forty (40) feet from the front Lot Line or nearer than thirty (30) feet to the rear Lot Line
- (b) Slope. No building shall be located on any portion of a Lot exceeding thirty percent (30%) slope unless such location is approved by all appropriate governmental and quasi- governmental bodies having jurisdiction over such matter and by the Committee.

(c) **Natural Vegetation**. All buildings shall be located so as to reasonably preserve a significant portion of existing trees and scrub oak.

Subject to existing governmental land use regulations, the Architectural Control Committee shall have the discretionary right to change or eliminate the front yard, side yard, rear yard, and open space setback requirements, the height requirement and the slope requirement for the purpose of enhancing a view, preventing the removal of trees or otherwise substantially enhancing the location of improvements on a Lot. Some improvements, such as private recreational facilities, swimming pools, tennis or badminton courts, etc., may be prohibited in areas which are adverse, in the opinion of the Architectural Control Committee, to the natural vegetation, drainage and slope elevations.

7. **Living Unit Design and Construction**. In order to promote a harmonious community development and protect the character of the Project, the following design and construction guidelines will be compiled with:

(a) **Time of Construction**. Construction of a living Unit shall be completed within one (1) year of the time such construction is commenced.

(b) **Styles**. Living Unit styles, designs, alterations or additions will conform to standards determined by the Architectural Control Committee.

(c) **Exterior Walls**. Exterior construction materials will be limited to natural stone or stone veneer, stucco, brick, or wood. In no event will the Architectural Control Committee approve the installation an use of aluminum or vinyl siding, with the exception of soffits and fascia. All material colors, hues and texture shall reflect high quality and shall be consistent with the surrounding natural environment.

(d) **Roofs**. All Living Units roofs shall be of shake, tile or asphalt shingle construction, unless the Architectural Control Committee specifically authorizes otherwise in writing. No roof shall have a pitch of more than eight (8) feet in twelve (12) feet.

(e) **Related Improvements**. Location of all storage, utility, or accessory buildings shall be to the rear of the Living Unit on the Lot concerned. No television, radio, or like antenna or disks shall be visible from a public street.

(f) **Lighting**. Any outdoor lighting shall be so arranged as to reflect light away from adjacent Lots and away from the vision of passing motorists.

(g) **Hedges, Fences, and Walls**. Unless approved by Declarant, no hedge more than three (3) feet high and no fence or wall shall be erected, placed or permitted to remain on any Lot closer to the front street of the residential structure on said Lot and where said hedge, fence or wall is located between two Lots, it shall not be closer to the front street than the front of the adjoining residence. In no case will chain link Fencing be erected. No fence is to be higher than six (6) feet in other areas unless approved by Declarant.

8. **Exception for Declarant.** Declarant shall be exempt from the approval requirement and approval procedure set forth in Section 1 through 7, inclusive, of this Article IV with respect to Living Units or other improvements constructed within Lots by Declarant.

9. **No Liability for Damages.** The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article IV.

10. **City Approval.** No Living Unit, accessory or addition to a Living Unit, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns shall occur, on a Lot until a permit or written approval therefore is obtained from Tooele City following submission to the county of the plans described in Paragraphs (c) and (d) of section 4 of this Article IV and such other information as the county may reasonably require. In granting such permit or approval the City may apply any of the standards of this Article IV if it determines to have public significance. The granting of a permit or approval by the City with respect to any matter shall not bind or otherwise effect the power of the Committee to refuse to approve any such matter.

11. **Compensation.** The committee shall serve without salary or other compensation but shall be entitled to reimbursement for out-of-pocket expenses reasonably incurred on behalf and for the benefit of the Architectural Control Committee.

V. Miscellaneous

1. **Enforcement.** The Architectural Control Committee shall have a right of action either, at law or in equity, against any Lot Owner for any failure by such person or entity to comply with this Declaration, the Plat or the provisions of any rules, regulations, agreements, instruments, supplements, amendments, or determinations contemplated by this Declaration or the Plat. Failure by the Architectural Control Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In the event a Lot is deemed by the Architectural Control Committee to be a nuisance or unsightly, the Architectural Control Committee or any representative thereof may enter the Lot, resolve the nuisance or remove the unsightly material and otherwise maintain the Lot and submit the bill for the work performed to the Owner thereof for payment (an "assessment"); provided, however, that the Architectural Control Committee shall not enter upon any Lot until after a written notice has been delivered to the Owner thereof and the owner does not resolve the matter within fourteen (14) days after receipt of said written notice. In the event Owner does not pay, in full, the bill within forty-five (45) days of receipt, the Architectural Control Committee may place a lien for the amount of said bill upon the Lot.

Regardless of the terms of any agreement to the contrary, the liability of the Owner of a Lot for the payment of any assessment relating to such Lot shall be joint and

several, and any remedy for the collection of such assessment may be enforced against any or all Owners of the Lot concerned; provided, however, that the personal obligation of an Owner to pay assessments shall not pass to his successors in title unless assumed by them. If any assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (or in the event such rate at any time exceeds the maximum legal limit, interest shall accrue at maximum legal rate) and the Architectural Control Committee may bring an action either against any or all Owners who are personally liable therefore or to foreclose the lien against the Lot; provided however that the Architectural Control Committee shall give the violating Owner(s) concerned twenty (20) days advance written notice of its intent to pursue one or more of its remedies hereunder. Any relief obtained by the Architectural Control Committee (whether or not through judicial action) shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Architectural Control Committee in enforcing its rights. After institution of a foreclosure action by the Architectural Control Committee against any Lot, the Architectural Control Committee shall, without regard to the value of such Lot or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by such Lot.

2. **Notices** Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been furnished if mailed postage prepaid to the person or entity which appears as the Owner of the Lot in the Office of the County Recorder of Tooele County, Utah.

3. **Mortgage Protection**. The lien or claim against a Lot for charges levied pursuant to this Declaration shall be subordinate to any Mortgage record on or before the date such assessments or charges become due. In the event that the State of Utah should enact any law which would allow a lien for unpaid charges to survive foreclosure or exercise of a power of sale, all such charges shall after the date of such enactment be deemed subordinate to the Mortgage on the Lot upon which such charges are levied.

The Lien or claim against a Lot for such unpaid charges shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the mortgage affecting such Lot or the exercise of a power of sale available there under shall extinguish a subordinate lien for such charges which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for, nor such Lot from lien of, any charges becoming due thereafter.

4. **Declarants Rights Assignable**. All of the rights of Declarant under this Declaration may be assigned or transferred, either by operation of law or through a voluntary conveyance, transfer, or assignment.

5. **Interpretation**. 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 contract so requires, the singular shall include the plural, the plural shall include the singular, 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 effect the validity or enforceability of the remainder hereof.

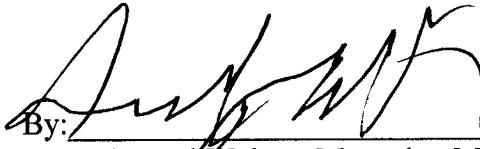
6. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall interest in a Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each owner or occupant of a Lot or Living Unit 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, 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.

7. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment to the Plat shall take effect upon its being filed for record in the Office of the County Recorded of Tooele County, Utah

EXECUTED by Declarant on this 9th day of November, 2005.

“Declarant”:

Realty Development Consultants, LLC

By: 
Conrad Walton, Managing Member

ELK RIDGE ESTATES SUBDIVISION NO. 3

TOOELE CITY, TOOELE COUNTY, UTAH

