

A DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS

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This Declaration is made this 5th day of July, 1979, by Development Associates Investment Company, a Utah General Partnership, as owner and developer of a unique parcel of property on Salt Lake City's east bench, which is described in the Deed referred to in Section 2.01, and which has been beautifully preserved in its natural and unspoiled state. The purpose of the declaration is to perpetuate, with respect to such developed portions the rich variety of topography, scrub oak, and vegetated environment for the benefit of all who acquire property with the Sunset Oaks Division (as hereinafter defined).

Through the Sunset Oaks Subdivision, Development Associates Investment Company seeks to meet the increasing and highly sophisticated housing demands of a portion of the burgeoning population of the Salt Lake Valley in a manner which inures the full enjoyment of the historical traditions and natural advantages of the area for all who acquire property therein and yet which encourages controlled diverse individual expression within the environment. Development Associates Investment Company believes that this fundamental concept which underlies the development and use of the Sunset Oaks Subdivision serves both public and private interests by fostering a beneficial land use which retains the unique beauty of the land and creates an atmosphere enriching the spirit of its participants.

It must be assumed that all owners of property within Sunset Oaks, by virtue of their purchase of such property, are motivated by the character of the natural environment in which their property is located, and accept for, among themselves, the principle that the development and use of Sunset Oaks must preserve that character for its present and future enjoyment by other owners. It is also assumed that those who are entrusted with the administration of Sunset Oaks will discharge their trust in full recognition of that principle, and to the extent consistent therewith, will foster maximum individual flexibility and freedom of individual expression.

It is to promote the foregoing that this declaration is made and it is the intention of Development Associates Investment Company, that it will be in recognition of the foregoing that the limitations, restrictions, covenants, and conditions of this declaration and of all other declarations supplemental hereto will be understood and construed.

ARTICLE I

DEFINITIONS

Unless the context otherwise specified or requires, the terms defined in this Article I shall, for all purposes of Sunset Oaks Restrictions have the meanings herein specified.

Architect. The term "articles" shall mean the Articles of Incorporation of Sunset Oaks Association which are or shall be filed in the office of the Secretary of State of the State of Utah, substantially in the form attached hereto and incorporated herein as Exhibit A as such Articles of Incorporation may from time to time be amended.

Board. The term "board" shall mean the Board of Directors of the Association.

By-Laws. The term "by-laws" shall mean the by-laws of the corporation which are or shall be adopted by the Board substantially in the form attached hereto and incorporated herein as Exhibit B, as such by-laws may from time to time to amended.

Design Committee. The term "Design Committee" shall mean the committee created pursuant to Article IV.

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Design Committee Rules. The term "Design Committee Rules" shall mean rules adopted by the Design Committee pursuant to Section 4.04.

Excavation. The term "excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for planting) which results in the removal of earth, rock or other substance from a depth of more than eighteen (18) inches below the natural surface of such land.

File; Filed. The term "file" or "filed" shall mean, with respect to the subdivision map, that said subdivision map shall have been filed in the Office of the Recorder of the County of Salt Lake, State of Utah.

Fill. The term "fill" shall mean any addition of rock or earth materials to the surface of the land which increases the natural elevation of such surface by more than eighteen (18) inches.

Fiscal Year. The term "fiscal year" shall mean the year from May 1 through April 30.

Grantor. The term "grantor" shall mean Development Associates Investment Company, its successors and assigns.

Improvements. The term "improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, poles, signs and any structures of any type or kind.

Indigenous Specie. The term "indigenous specie" shall mean a specie of ground cover, shrub or tree listed in Exhibit C, which is attached hereto and made a part hereof, or from time to time listed in the Design Committee Rules.

Lot. The term "lot" shall mean any lot designated on a subdivision map for residential use.

Mortgage; Mortgagee. The term "mortgage" shall mean a deed of trust as well as a mortgage, and the term "mortgagee" shall mean a beneficiary under or a holder of a deed of trust as well as a mortgagee.

Notice. The term "notice" shall mean a written notice, signed, dated, and delivered to owner at his last known address or to Grantor at 307 West Second South, Suite 5004, Salt Lake City, Utah.

Owner. The term "owner" shall mean the person or persons holding the beneficial ownership of a lot; provided, however, that

- a) for the purposes of the limitations and restrictions set forth in Article III, "owner" shall not include Grantor with respect to any lots held by Grantor and
- b) "Owner" wherever used herein, unless specified otherwise, the original owner, his family, assigns, lessees, invitees, or any other person claiming an interest through any original owner.

Private Area. The term "private area" shall mean any real property designated as a residential lot on a subdivision map, which is conveyed to an Owner by means of a deed, together with all improvements from time to time constructed thereon.

Project Area. The term "project area" shall mean all of the real property within Sunset Oaks Subdivision, lying within the boundaries of any project and designated "Project Area" on a subdivision map.

Project Committee. The term "project committee" shall mean the governing body of any project.

Record; Recorded. The term "record" or "recorded" shall mean, with respect to any document, that said document shall have been recorded in the office of the Recorder of the County of Salt Lake, State of Utah.

Refinish. The term "to refinish" shall include to paint and to resurface.

Residence. The term "residence" shall mean the building or buildings, including any garage, carport, or similar outbuilding, used for residential purposes.

Structure. The term "structure" shall mean anything constructed or erected the use of which requires location on the ground or attachment to something having location on the ground.

Subdivision Map. The term "subdivision map" shall mean any final map within the meaning of Utah Code, Chapter 5, Plats and Subdivisions, Sections 57-5-1 to 57-5-8, together with any supplements, additions or amendments thereto.

Sunset Oaks. The term "Sunset Oaks" shall mean all of the real property referred to in Section 2.01.

Sunset Oaks Restrictions. The term "The Sunset Oaks Restrictions" shall mean, with respect to all property within Sunset Oaks, the limitations, restrictions, covenants and conditions set forth in this declaration, as such declaration may from time to time be amended pursuant to Section 6.01 and, with respect to any property within Sunset Oaks.

Visible from Neighboring Property. The term "visible from neighboring property" shall mean, with respect to any given object or activity, that such object or activity is or would be in any line of sight originating from any point six feet above any other property,

ARTICLE II

PROPERTY SUBJECT TO THE SUNSET OAKS RESTRICTIONS

Section 2.01 The Sunset Oaks Development. Grantor hereby declares that all of the real property located in the County of Salt Lake, State of Utah, described as follows:

Beginning at the southeast corner of Lot No. 3 of Sunset Oaks Subdivision Plat 'A' as recorded in the office of the Salt Lake City Recorder, which point is S. 34° W., 178.86 feet and S. 6° E., 147.87 feet and S. 12° 57' 46" W., 150.00 feet from the northeast corner of the S.E. 1/4 of the N.W. 1/4 of section 14, T.1S., R.1E., .L. B. 8M. and running thence: S. 12° 57' 46" W., 146.200 feet; thence S. 29° 05' 23" W., 246.580 feet; thence South, 50.000 feet; thence East, 274.110 feet to the North 1/4 line of said section; thence S. 0° 13' 03" E., along said 1/4 line 472.654 feet to the center of said section 14; thence S. 0° 13' 03" E., along the South 1/4 line of said sec. 400.000 feet; thence West, 1029.229; thence N. 48° 42' 28" W., 375.860 feet; thence N. 0° 09' 12" W., 151.591 feet to the S.E. corner of the S.W. 1/4 of the N.W. 1/4 of said Sec. 14; thence N. 0° 13' 20" W., 831.335 feet to the S.W. corner of Lot No. 16 of said Sunset Oaks Sub. Plat 'A'; thence East 102.040 feet; thence South, 30.000 feet; thence East, 153.000 feet; thence S. 82° 00' 31" E., 204.240 feet; thence N. 20° 11' 08" E., 125.000; thence N. 9° 39' 27" E., 184.750 feet; thence East, 17.020 feet; thence S. 82° 55' 46" E., 81.120 feet; thence S. 81° 00' 00" E., 193.000 feet; thence S. 67° 49' 10" E., 400.590 feet to the point of beginning. Containing 36.8921 acres.

Sunset Oaks Plat "B" all as shown on that certain subdivision map entitled "Sunset Oaks" filed in the office of the Recorder of the County of Salt Lake, State of Utah, on the ____ day of _____, 197__, in Book _____.

is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to Sunset Oaks Restrictions meaning the limitations, restrictions, covenants and conditions set forth in this declaration, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All of the Sunset Oaks Restrictions shall run with said real property and shall be binding upon and inure to the benefit of Grantor, the Corporation, each Owner of said real property, or any part thereof, and each successor in interest of such Owner.

ARTICLE III

LAND CLASSIFICATIONS, USE AND RESTRICTIVE COVENANTS

Section 3.01. Land Classifications. All land within Sunset Oaks has been classified as a private area.

Section 3.02. Private Area: Uses, Restrictions. The private area of each lot shall be for the exclusive use and benefit of the Owner thereof, subject, however, to all of the following limitations and restrictions:

a) Sunset Oaks Inc., or its duly authorized agents, shall have the right at any time, and from time to time, without any liability to the Owner for trespass or otherwise, to enter upon any private area for the purpose (1) of maintaining such private area, as provided in paragraph (3) of Section 5.04 (2) of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such private area in violation of paragraph (a) of Section 3.03, (3) of restoring or otherwise reinstating such private area as authorized by paragraph (b) of Section 3.03, and (4) of otherwise enforcing without any limitation, all of the restrictions set forth in this section and without any limitation, all of the restrictions set forth in this section and in section 3.03.

b) No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the date such private area was first conveyed in fee by Grantor to an Owner shall be made or done except upon strict compliance with, and within the restrictions of, the provisions of Section 3.03.

c) The private area of each lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such private area; provided, however, that nothing in this paragraph (c) shall be deemed to prevent

(1) any artist, artisan or craftsman from pursuing his artistic calling upon private area if such artist, artisan or craftsman (aa) also uses such private area for residential purposes (bb), is self employed and has no employees working in such private area, and (cc) does not advertise or offer any product or work of art for sale to the public upon or from such private area.

(2) the leasing of any lot from time to time by the Owner thereof, subject, however, to all of the restrictions of Sunset Oaks Restrictions; or

(3) subject to the provisions of paragraph (f) of this section, non-commercial agricultural uses of the private area of lots of three acres or more, complying with all Salt Lake City ordinances pertinent to R-1 zoning.

d) Each private area, and any and all improvements from time to time located thereon shall be maintained by the Owner thereof in good conditions, and repair, and in such manner as not to create a fire hazard to Sunset Oaks,

or any part thereof, all at such Owner's sole cost and expense.

e) No noxious or offensive activity shall be carried on upon any private area, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their private areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in Sunset Oaks are entitled to the reasonable enjoyment of the natural benefits and surroundings of Sunset Oaks. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the private area and improvements located thereon, shall be placed or used upon any private area.

f) No domestic animals or fowl other than a reasonable number of generally recognized house or yard pets shall be maintained on any private area; provided, however, that subject to the provisions of paragraphs (c) and (e) above, and subject to such limitations as may from time to time be set forth in Sunset Oaks Rules.

g) No sign whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any private area, except:

- 1) such signs as may be required by legal proceedings.
- 2) residential identification signs of a combined total face area of three (3) square feet or less for each residence.
- 3) during the time of construction of any residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen, and
- 4) not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, provided that if at the time of any such desired use the corporation is providing "for sale" and "for rent" signs for the use of Owners, the sign provided by the corporation and no other shall be used.

h) No house trailer, mobile home, permanent tent, or similar facility or structure shall be kept, placed or maintained upon any private area at any time; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by Section 3.03.

i) No trailer of any kind, truck camper, or boat shall be kept, placed or maintained upon any private area in such a manner that such trailer, truck camper, or boat is visible from neighboring property, provided, however, that the provisions of this paragraph shall not apply to temporary construction with, the construction of any work or improvement permitted by Section 3.03.

j) No accessory structures or buildings shall be constructed, placed or maintained upon any private area prior to the construction of the main structure of the residence; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of the main structure of the residence.

k) No trailer, vehicle or boat shall be constructed, reconstructed or repaired upon any private area in such manner that such construction, reconstruction or repair is visible from neighboring property.

l) Except as otherwise permitted by paragraph (o) below, garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property.

m) Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring property.

n) The maintenance of accumulated waste plant materials is prohibited except as part of an established compost pile which shall be maintained in such manner as not to be visible from neighboring property.

o) There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore, i.e., wood stoves, and such other fires as may from time to time be permitted by the Sunset Oaks Rules.

p) The Grantor has established the cut or fill slopes behind the curb per the Sunset Oaks Plat "B" Landscape and Preservation Plan. Each lot owner shall be responsible for maintenance of said cut or fill slopes as established by the Grantor. All restoration work and landscaping of private areas beyond the scope of said Preservation and Restoration Plan shall comply with the Salt Lake City Revised Ordinance known as Title 47, relating to site development and shall be approved in writing by the Design Committee. All plant materials shall conform to Exhibit "A" of these covenants.

Section 3.03 Private Area: Construction and Alteration of Improvements: Excavations, etc. The right of an owner to construct, reconstruct, refinish, alter or maintain any improvement upon, under, or above, any private area, or to make or create any excavation or fill thereon, or to make any change in the natural or existing surface drainage thereof or to install any utility line (wire or conduit) thereon or thereover, or to destroy or remove any tree therefrom, shall be subject to all of the following limitations and conditions of this section.

a) Except to the extent permitted by paragraph (g) below, any construction or reconstruction of, or the refinishing or alteration of any part of the exterior of, any improvement upon any private area is absolutely prohibited until and unless the owner of such private area first obtains the approval therefor from the Design Committee as herein provided and otherwise complies with all of the provisions of this section. The corporation shall remove any improvement constructed, reconstructed, refinished, altered or maintained in violation of this paragraph and the owner thereof shall reimburse the corporation for all expenses incurred in connection therewith.

b) Except to the extent reasonably necessary for the construction reconstruction or alteration of any improvement for which the owner has obtained approved plans pursuant to this Section.

1) no excavation or fill which would be visible from neighboring property shall be created or installed upon, and each and every lot owner shall conform to the Salt Lake City Revised Ordinance known as new title 47 relating to site development.

2) no change in the natural or existing drainage for surface waters upon and

3) no power, telephone or other utility line (wire or conduit) which would be visible from neighboring property shall be installed upon, and

4) no living tree having a height of four (4) feet or more and having a trunk measuring one (1) inch or more in any diameter at ground level or any scrub oak shall be destroyed or removed from any private area until and unless the owner of such private area first obtains the approval therefor from the Design Committee as herein provided and such owner otherwise complies with all of the provisions in this section. The corporation shall, in the event of any violation of clause (1) or clause (2) above, restore such private area to its state existing immediately prior to such violation in the event of any violation of clause (3) above, remove all unauthorized power, telephone or other utility lines (wires or conduits) and, in the event of any violation of clause (4) above, replace any tree which has been improperly removed or destroyed with either a similar tree in type and size or with such other tree as the corporation may deem appropriate. The owner of such private area shall reimburse the corporation for all expenses incurred by it in performing its obligations under this paragraph; provided, however, that with respect to the replacement of any tree the Owner shall not be obligated to pay an amount in excess of the expenses which would have been incurred by the corporation had it elected to replace the destroyed or removed tree with a tree similar in type and size.

c) Any Owner proposing to construct or reconstruct, or to refinish or alter any part of the exterior of, any improvement on or within his private area, or to perform any work which under paragraph (b) above requires the prior approval of the Design Committee, shall apply to the Design Committee for approval as follows:

1) The owner shall notify the Design Committee of the nature of the proposed work and the Design Committee shall at that time schedule a preliminary meeting in which the ecological factors relevant to the design, construction and maintenance of improvements at Sunset Oaks and the various design controls and restrictions applicable to the owner's private area can be summarized. The Owner and any architect employed by the owner shall be present at said first meeting. Such meeting shall be at a mutually convenient time not to exceed sixty (60) days following the initial request.

2) Following the initial meeting, the Owner shall submit to the Design Committee for approval such plans and specifications for the proposed work as the Design Committee may from time to time request, including when deemed appropriate by the Design Committee, but without limitation the following:

aa) a plot plan of the lot showing (i) contour lines, including existing and finished grades (ii) the location of all existing and/or proposed improvements, (iii) the proposed drainage plan, (iv) the proposed sanitary disposal facilities, (v) the location of all existing trees having a height in excess of four (4) feet and having a trunk measuring one (1) inch or more in any diameter at ground level and the location of all scrub oak existing on said lot, (vi) such trees and scrub oak which the Owner proposed to remove, and (vii) the location of all proposed utility installations;

bb) floor plans;

cc) drawings showing all elevations;

dd) description of exterior materials and color, with samples;

ee) working drawings and construction specifications; and

ff) the Owner's proposed construction schedule.

The Design Committee shall require that the submission of plans and specifications be accompanied by a reasonable plans inspection fee in an

amount of One Hundred Dollars (\$100).

3) If at any time following an Owner's notification of the Design Committee pursuant to clause (1) above of his proposed work, the Design Committee shall determine that it would be in the best interests of Sunset Oaks for such owner to employ an architect to design any improvement involved in the proposed work, the Design Committee shall inform such owner in writing of its determination, whereupon all plans and specifications submitted pursuant to clause (2) above must be prepared by an architect.

d) Subject to the provisions of paragraph (e) below, the Design Committee shall approve the plans, drawings and specifications submitted to it pursuant to paragraph (c) only if the following conditions shall have been satisfied:

1) The owner and the owner's architect, if any, shall have strictly complied with the provisions of paragraph (c) above; and

2) the Design Committee finds that the plans and specifications conform to the Sunset Oaks Restrictions, particularly to the requirements and restrictions of this section and to the Design Committee Rules in effect at the time such plans were submitted to the Design Committee.

All such approval shall be in writing and may be conditioned upon the submission by the Owner or the Owner's architect, if any, of such additional plans and specifications as the Design Committee shall deem appropriate for the purpose of insuring that the construction of the proposed improvement shall be in accordance with the approved plans; provided, however, that plans, drawings and specifications which have been neither approved or rejected within forty-five (45) days from the date of submission thereof to the Design Committee shall be deemed approved. One set of plans as finally approved shall be retained and maintained by the Design Committee as a permanent record.

e) Notwithstanding the provisions of paragraph (d) above, if within the forty-five (45) day period referred to in said paragraph (d) the members of the Design Committee, in their sole discretion, unanimously find that the proposed work would, for any reason whatsoever (including the design, height or location of any proposed improvement and the probable effect thereof on other Owners in the use and enjoyment of their private area be incompatible with Sunset Oaks, then the Design Committee shall not approve the plans, drawings and specifications submitted to it pursuant to paragraph (c) above and shall so notify the Owner concerned in writing setting forth the reasons for such disapproval.

f) Grantor shall, upon the timely request of the Design Committee, file with the Design Committee copies of such of the plans and specifications described in paragraph (c) above, which have been prepared by Grantor and which are deemed by the Design Committee to be necessary for the purpose of maintaining a permanent record of all improvements constructed or being constructed by Grantor upon any private area at the time such private area became a part of Sunset Oaks.

g) Any provision herein to the contrary notwithstanding any Owner may at any time, and from time to time, without first obtaining the approval of the Design Committee and without otherwise complying with paragraph (c) above, reconstruct or refinish any improvement or any portion thereof, excavate or make any other installation, in such manner as may be set forth in the last plans thereof approved by the Design Committee and not revoked pursuant to paragraph (i) below or in the plans and specifications filed pursuant to paragraph (f) above.

h) Upon receipt of the approval from the Design Committee pursuant to paragraph (d) above, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the approved plans.

i) With reference to paragraph (h) above, Owner shall satisfy all conditions and commence the construction, reconstruction, refinishing, alterations or other work pursuant to the approved plans within one (1) year from the date of such approval. If the Owner shall fail to comply with this paragraph any approval given pursuant to paragraph (d) above shall be deemed revoked unless upon the written request of the Owner made to the Design Committee prior to the expiration of said one (1) year period and upon a finding by the Design Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Design Committee.

j) With further reference to paragraph (h) above the Owner shall in any event complete the construction, reconstruction, refinishing or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) of any improvement of his private area within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or natural calamities. If owner fails to comply with this paragraph, the Design Committee shall notify the corporation of such failure, and the corporation, at its option, shall either complete the exterior in accordance with the approved plans or remove the improvement, and the owner shall reimburse the corporation for all expenses incurred in connection therewith.

k) Upon the completion of any construction or reconstruction of, or the alteration or refinishing of the exterior of, any improvement, or upon the completion of any other work for which approved plans are required under this section, the Owner shall give notice thereof to the Design Committee and within sixty (60) days thereafter the Design Committee or its duly authorized representative may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with approved plans. If the Design Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with approved plans, it shall notify the owner of such non-compliance within sixty (60) days and shall require the owner to remedy such non-compliance. If upon the expiration of sixty (60) days from the date of such notification the Owner shall have failed to remedy such non-compliance, the Design Committee shall notify the corporation of such failure, and the corporation, at its option shall either remove the improvement or remedy the non-compliance, and the Owner shall reimburse the corporation for all expenses incurred in connection therewith. If for any reason the Design Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion thereof from the owner, the improvement shall be deemed to be in accordance with said approved plans.

l) The following standards and restrictions are applicable to the construction, reconstruction, alteration and refinishing of any and all improvements from time to time existing upon private areas:

1) No more than one residence shall be constructed on any lot. A guest suite or like facility, without a kitchen, visually attached to the main residence structure with a minimum connecting structure of a wall or fence not less than six (6) feet high or a covered walk, shall be deemed to be included as part of the single residence.

2) No tennis court shall be constructed or maintained on any lot.

3) All improvements shall be constructed in accordance with applicable building line, setback, and height provisions set forth on the subdivision map and the Salt Lake City Zoning Guide as may be

amended from time to time, provided, however, that with the consent of the Design Committee and if permissible by law, a carport or garage may be constructed on a property line if such carport or garage (aa) is designed together with, and as an integral part of, the carport or garage of an adjacent property owner, and (bb) is detached from any part of the main residence structure by a minimum distance of twenty (20) feet.

4) No reflective finish (other than glass) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including but without limitation, the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, mailboxes and newspaper tubes.

5) The colors of all exterior surfaces shall be shades of gray or brown of values between black and white or shades of gray-green or brown-greens (such as russet, citrine, and olive) of values between black and medium and values commonly referred to as earth tone colors.

6) No roof shall be finished with built up tar and gravel; provided, however, that built up tar and dark gravel of values between brown and black may be used to finish that flat roof of a carport if in the opinion of the Design Committee such carport is designed as an integral part of a high fence.

7) Except for nails, bolts, other approved connecting devices and hardware fixtures used in connection therewith, all fences, screens and similar exterior structures shall be constructed solely of wood.

8) Each residence shall contain parking space within the private area for at least two automobiles by one of the following means:

- (aa) a garage either attached to or detached from the main structure of the residence;
- (bb) a carport enclosed on not less than two sides either attached directly to the main structure of the residence or connected by a roof or major fence;
- (cc) an exterior parking area enclosed on not less than two sides by a five (5) foot fence or planted berm; or
- (dd) an exterior parking area not visible from neighboring property.

9) Each residence shall contain a fenced service yard enclosing all above-ground trash and garbage receptacles, exterior incinerator clotheslines and other maintenance and service facilities used by the Owner.

10) There shall not be installed or maintained any unreasonably bright or glaring light, nor other unusual lighting system which may or is likely to cause embarrassment, annoyance or be in a nuisance to neighboring property.

11) There shall be no antenna of any sort either installed or maintained, which is visible from neighboring property.

12) The minimum side yard for any main building shall be thirty-five (35) percent of the building height, but in no case less than eight (8) feet, and the total width of the two side yards for any one lot shall be seventy (70) percent of the building height, but in no case less than twenty (20) feet.

13) The minimum depth of the front yard for all main buildings shall be the average of the existing buildings within the same block frontage, except that a front yard need not be more than thirty (30) feet in depth. Where the average alignment is less than fifteen (15) feet, a fifteen (15) foot front yard shall be required. Where there are no existing

buildings within the same block frontage, the minimum depth shall be twenty (20) feet.

14) The minimum depth of the rear yard for any main building shall be twenty five (25) feet.

15) No building shall be erected to a height in excess of twenty five (25) feet, except that at the sole discretion of the Design Committee a height of thirty five (35) feet may be allowed on lots east of Devonshire Drive. No dwelling shall be erected to a height less than one (1) full story above grade. Height shall be measured at the average natural grade at the building wall as per attached Exhibit "B".

Section 3.04. Presumption of Compliance. All of the following improvements, excavations, fills and other work shall, for all purposes of Sunset Oaks Restrictions, be conclusively presumed to be in compliance with and within the restrictions of, the provisions of this Article III.

a) Those existing or maintained within or upon any property within Sunset Oaks at the time such property became a part of Sunset Oaks.

b) Those existing or maintained within or upon any private area at the time such private area was first conveyed to an Owner by Grantor.

c) Those from time to time constructed, reconstructed, refinished, altered, installed or maintained within or upon any property within Sunset Oaks by Grantor or pursuant to plans and specifications which have been approved by the Design Committee and which approval has not thereafter been revoked; and

d) Those specified as complying with the Sunset Oaks Restrictions in the estoppel certificate recorded by the Design Committee pursuant to Section 4.06.

ARTICLE IV

DESIGN COMMITTEE

Section 4.01. Design Committee; Organization; Power of Appointment and Removal of Members. There shall be a Design Committee, organized as follows:

a) The Design Committee shall consist of three (3) members. At least one member shall be at least an architectural graduate who shall be designated as the architect member. No member shall be required to meet any qualification for membership on the Design Committee.

Each of the said persons shall hold his office until such time as he has resigned or he has been removed or his successor has been appointed, as set forth herein.

b) Except as provided in paragraph (c) below, the right from time to time to appoint and remove all members of the Design Committee shall be, and is hereby reserved to and vested solely in Grantor.

c) The right from time to time to appoint and remove members of the Design Committee shall be reserved to and vested in the corporation as follows:

1) From and after five (5) years from the date first above written, the corporation shall have the right to appoint and remove one member of the Design Committee, who shall be the member, other than the member who designated the architect member, who, as of the date such right may be first exercised, is the most recently appointed member.

2) From and after ten (10) years from the date first above written, the corporation shall have the right to appoint and remove the two members of the Design Committee not designated the architect member.

3) The corporation shall have the right to appoint and remove all members and alternate architect members of the Design Committee from and after twenty (20) years from the date first above written; provided, however, that if Grantor fails to exercise its rights under paragraph (b) above or records a declaration waiving such rights, the corporation shall thereupon and thereafter have the right to appoint and remove all members and alternate architect members.

d) Any member of the Design Committee may, at any time, resign from the Design Committee upon written notice delivered to Grantor or to the corporation, whichever then has the right to appoint and remove members.

Section 4.02. Design Committee Duties. It shall be the duty of the Design Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to Section 3.03, to adopt Design Committee rules pursuant to Section 4.04 and to perform such other duties from time to time delegated to it by the Sunset Oaks Restrictions.

Section 5.01. Special Lot Provisions.

a) The following additional special provisions shall apply to all lots notwithstanding the prior paragraphs.

1) Each lot owner shall be required to have a professional soils engineer, registered as such in the State of Utah, recommend the placement and design of footings before a building permit shall be issued. Thereafter, said engineer shall certify the construction of footings, according to the submitted plan before further construction will be allowed by Salt Lake City and said certification recorded in the office of the Salt Lake County Recorder. Hydrocompactable soils may exist within any or all lots.

2) Special notice is made with regard to or otherwise changing the height of grade on all lots. Neither the lot owner nor any person or persons claiming under him shall or will at any time raise or otherwise change the grade of any lot or lots herein conveyed or otherwise permit said grade to be different from the grade established by the Grantor. Notwithstanding the foregoing a lot owner shall be entitled to make application to the Salt Lake City Board of Adjustment for a change in grading. Upon approval of both the Design Committee, and the Salt Lake City Board of Adjustment in writing, a change in grading will be permitted.

3) The lot owners may not begin construction until the Grantor has received notice of substantial completion of all off-site improvements by the Salt Lake City Engineers office. In addition, the Grantor shall establish and maintain, prior to the occupancy of each lot, vegetation on the property in accordance with the plan of vegetation submitted and accepted by the Salt Lake Planning Commission.

4) Upon the occupancy of each lot, it shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property, into the storm drainage system or into city streets.

5) Lot owners of downhill lots, i.e., lots 16 through 21, inclusive,

and lots 22 through 28 inclusive will be required to verify the depth of the sewer main with the Salt Lake City Engineers Office. Such information shall be included upon submission of plans to the design committee to identify the need, if any, for pumping of sewerage to accommodate the grantees particular house plan.

6) On the lots on the east side of Devonshire Drive, no construction or excavation of any kind will be permitted, including fences, one hundred (100) feet beyond the rear building line and the hillside will be maintained by that lot owner in its natural state.

7) Before a building permit is issued, a site plan showing the existing scrub oak, the proposed building, and any other improvements including the proposed modification to the scrub oak, is to be approved and signed by the Design Committee. This plan will be used to secure the building permit. Before the permit is issued, a pre-inspection by the City Building Inspector in the field will be conducted.

8) No landscaping shall be started on any lots nor any planting of trees shall be started on any lots nor any planting of trees take place until the plans and specifications submitted by the property owner have been first approved in writing by the design committee. Landscaping must be commenced within one month of the date the house is ready for occupancy (or by April 30 of the following year if a house is ready for occupancy after October 15 of the year prior) and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Design Committee within nine (9) months of the date the house is approved for occupancy. No landscaping plan will be approved except that the front yard and side yards have, and the owner of said residential lots, install an underground automated sprinkling system. Said system shall extend to the grass in the public portion of property between the curb and gutter and sidewalk in front of or to the side of that particular residential lot.

9) No swimming pools shall be erected, remodeled, or placed on any lot without the express permission of the Salt Lake City Planning Commission.

10) Upon Grantor receiving bond release from Salt Lake City, Owner assumes all responsibility to Salt Lake City in maintaining the requirements of the restrictions, covenants and conditions contained herein, and all requirements and ordinances as set forth by Salt Lake City.

EXHIBIT "A"

In any planting plan at least 70 percent by quantity of all new plantings shall be selected from the following

List "A"

Trees

<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Amelanchier alnifolia</i>	Service berry
<i>Quercus gambelii</i>	Gambel Oaks

Shrubs

<i>Artemisia filifolia</i>	Threadleaf Sage
<i>Artemisia frigida</i>	Fringed sage
<i>Aercocarpus montanus</i>	Birchleaf Mt. Mahogany
<i>Cowania mexicana</i>	Cliff rose
<i>Mohonia aquifolium</i>	Oregon grape
<i>Rhus trilobata</i>	Squawbush
<i>Sheperdia argentea</i>	Silver buffaloberry

Ground Covers and Vines

<i>Arctostaphylos uva-ursi</i>	Red Bearberry
<i>Clematis liquisticifolia</i>	Western Virginsbower
<i>Mahonia repens</i>	Creeping Mahonia
<i>Parthenocissus tricuspidata</i>	Virginia Creeper
<i>Potentilla verna</i>	Spring Cinqueloil
Hardy Ferns	Hardy Ferns

Grass

For lawns use: Porter-Walton s "Magic Carpet mix

For erosion control on all disturbed soils not otherwise planted use

Sodar wheat grass at 70 lbs per acre or

Erosion control flower seed mix at 80 lbs per acre
48 lbs. *Escholtzia California* (California poppy)

16 lbs. *Linum lewisii* (Blue Flox)

16 lbs. *Lupinus micranthus* (Baby Blue Lupine)

In any planting plan, no more than 5 percent by quantity of all new plantings shall be selected from the following

List "B"

Trees

<i>Acer grandidentatum</i>	Big Tooth Maple
<i>Gleditsia triacanthos inermis</i>	Thornless Honeylocust
<i>Malus sp</i>	Flowering crab
<i>Pinus nigra</i>	Austrian Pine
<i>Populus tremuloides</i>	Quaking aspen
<i>Sorbus aucuparia</i>	European Mt. Ash

Shrubs

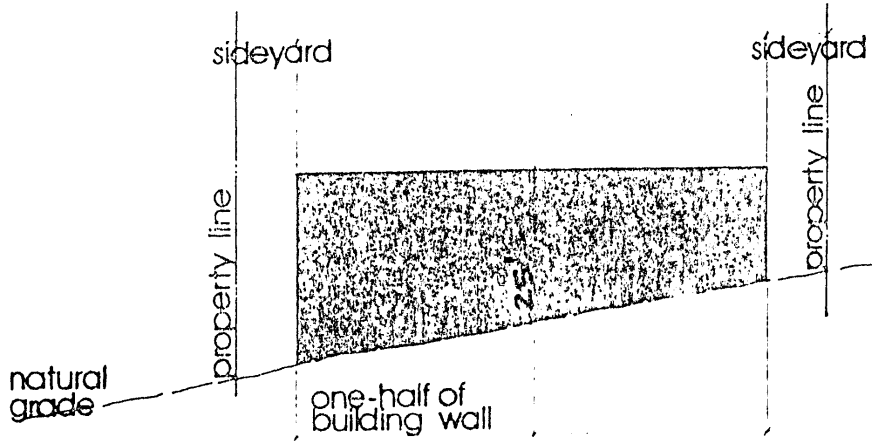
<i>Berberis thimbergi atropurpurea</i>	Real leaf Barberry
<i>Ceanothus prostratus</i>	Squaw Carpet
<i>Cornus stolonifera</i>	Red Osier Dogwood
<i>Cotoneaster horizontalis</i>	Rock Cotoneaster
<i>Pinus mugo mughus</i>	Mugo Pine
<i>Rhus glabra</i>	Smooth Sumac
<i>Sambucus cerulea</i>	Blue Elderberry
<i>Sorbus scopulina</i>	Mt. Ash

Ground Covers and Vines

<i>Ajuga reptans</i>	Carpet Bringle
<i>Cerastium tomentosum</i>	Snow-in-Summer
<i>Fragaria chilensis</i>	Strawberry
<i>Hedera helix</i>	English Ivy
<i>Pachysandra terminalis</i>	Japanese Spruge
<i>Vinca minor</i>	Vinca

Notes: All annual and perennial herbaceous plants and bulbs known as "natives" shall be encouraged to be included in planting plans

EXHIBIT "B"



allowable building cubage
sunset oaks

IN WITNESS WHEREOF, the undersigned owners have executed
this document this 5th day of July, 1979

Marvin J. Kirkham
Marvin J. Kirkham
General Partner
Development Associates
Investment Company

G. Michael Tuckett
G. Michael Tuckett
General Partner
Development Associates
Investment Company

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 5th day of July, 1979, personally appeared before
me Marvin J. Kirkham and G. Michael Tuckett, the signers of the
above instrument, who being by me duly sworn did say that they
executed the same.

Robert M. [Signature]
Notary Public
Residing in Salt Lake City, Utah

My Commission Expires:
Oct 1, 1983

NO SEAL

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