

South Salt Lake City
REDEVELOPMENT AGENCY
\$ _____ DEP
Rebecca Gray
REBECCA GRAY

No. Fee
KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
JUN 23 10 15 AM '86

WHEN RECORDED RETURN TO:

Doilny-Sass Associates
P.O. Box 1947
Park City, Utah 84060

4265399

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PARK CREEKE SUBDIVISION

THIS DECLARATION, made this 4 day of June, 1986, by Doilny-Sass Associates, a Utah partnership, and the Redevelopment Agency of the South Salt Lake City, hereinafter collectively referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in the County of Salt Lake, State of Utah, which it is subdividing contemporaneously with the recording hereof, described as:

Lots 1 through 70 Park Creeke Subdivision as shown by the official plat thereof recorded in the Office of the Recorder of Salt Lake County, Utah.

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of said property and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every lot and portion thereof contained therein and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the portion of said tract, pursuant to the provisions of this Declaration, to create an unincorporated association to be known as the "Park Creeke Homeowners Association" to which should be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to;

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above hereof shall be held, sold and conveyed subject to the following

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covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns, and for the benefit of Declarant. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in this Declaration are defined as follows:

Section 1. "Association" shall mean and refer to Park Creeke Homeowner's Association, an unincorporated homeowner's association, its successors and assigns.

Section 2. "Committee" or "Architectural Control Committee" shall mean and refer to the Committee to be formed by the Association to maintain the Common Areas, enforce this Declaration and otherwise execute the rights and obligations of the Association.

Section 3. "Common area" and "common facilities" shall mean any and all real and personal property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Common Expenses" shall mean and refer to all sums which are expended by the Association on behalf of all the Owners and all sums which are required by the Committee to perform or exercise its functions, duties or rights hereunder and under such rules and regulations as the Committee may from time to time make and adopt.

Section 5. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the subdivision, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Doilny-Sass Associates and the Redevelopment Agency of South Salt Lake City and their successors and assigns; provided that the rights of Redevelopment Agency as Declarant shall cease on January 22,

2010.

Section 8. "Deed of trust" shall mean the conveyances of any lot or other portion of the property to secure the performance of an obligation whether in the form of a trust deed or mortgage.

Section 9. "Subdivision" or "Park Creeke Subdivision" shall mean the Park Creeke Subdivision, according to the official plat thereof as recorded in the office of the County Recorder of Salt Lake County, State of Utah as the same currently exists and as it may hereafter be amended.

ARTICLE II

MEMBERSHIP

Section 1. Membership. Each Owner, as defined herein, shall automatically be a member of the Association as an appurtenance to the fee simple title to a Lot. Whether or not so stated in any conveyance transferring fee simple title to a Lot, such conveyance shall also convey membership in the Association. Membership may not be severed from the Lots. The terms and provisions of this Declaration are binding upon all Owners but are not exclusive, as the Owner shall, in addition, be subject to the terms and provisions of reasonable By-Laws adopted by the Association and rules and regulations adopted by the Committee.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Owners shall be all of the Owners as defined hereinabove with the exception of the Declarant. Each Lot owned by Class A Owners shall be entitled to one (1) vote. When more than one Owner holds such interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Owners shall be the Declarant. Each Lot owned by a Class B Owner shall be entitled to three (3) votes.

All voting rights shall be subject to the restrictions and limitations provided herein and any adopted by the Association.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) * The right of the Committee to establish uniform rules and regulations pertaining to the use of the Common Area.

b) The right of the Association, in accordance with its By-Laws, if any, to borrow money for the purpose of improving the Common Area and to mortgage said property, provided that the rights of any mortgagee shall be subordinate to the rights of the Owners.

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a two-thirds majority vote of the Owners. Notwithstanding the above, the Declarant as long as it is an Owner reserves the right to grant easements over any part of the common area or any other designated utility easement areas for utility purposes.

d) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of the Lots. No such use by Declarant shall otherwise restrict the Owners in their use and enjoyment of the common areas.

Section 2. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area or by abandonment of his Lot.

Section 3. Description of and Title to the Common Area. The Common Area shall consist of such part, if any, of the real property described on the official plat of the Subdivision as is not contained in any Lot or in any dedicated right of way, together with the perimeter fencing on the Subdivision and any additional property so designated by Declarant. The Declarant hereby covenants for itself, its successors and assigns, that in the event it designates any additional property as a Common Area, that it will convey fee simple title or rights-of-way to such Common Areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. The Owners of each Lot shall be deemed to own an undivided one-seventieth (1/70) interest in the Common Area as tenants in common with the other Owners.

Section 4. Nothing in this Declaration shall be construed to obligate Declarant to designate or provide any part of the property as common area.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Class A Owner, by acceptance of a deed for his Lot, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of enforcing this Declaration, preserving property values within the Subdivision, promoting the recreation, health, safety and welfare of the Owners and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose in the Subdivision.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Committee pursuant to the By-Laws of the Association after giving due consideration to the current maintenance costs and future needs of the Association. Unless otherwise specified in the By-Laws, assessments shall be based on a calendar year budget and shall be payable quarterly. Written notice of the amount of an assessment shall be sent to every Owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Committee may levy special assessments for the purpose of defraying, in whole or in part, the costs of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined votes of both classes of Owners entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose. The foregoing provision shall not preclude the Committee, in determining the level of regular assessments, from establishing reserves for the replacement of improvements on common areas, which reserves will be funded ratably over the improvements' estimated life.

Section 5. Uniform Rate of Assessments. Both regular and special assessments shall be fixed at a uniform rate for all Lots owned by Class A Owners and non-exempt Lots owned by Class B Owners may be collected monthly or at such other times as the Committee may determine.

Section 6. Date of Commencement of Regular Assessments. The regular assessments provided for herein shall commence as to each Lot on the first day of the month following the sale of such lot to a Class A Owner and the contract sale of such Lot to a person other than a Class B Committee.

Section 7. Certificate of Payment. The Committee shall, upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Committee, setting forth whether the regular and special assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Committee for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the common area, if any; and (c) all Lots owned by Class B Owners, provided that any such Lot shall not be exempt during any time when it is subject to a binding contract of sale to a person other than a Class B Owner which obligates such person to pay assessments hereunder.

ARTICLE V

NON-PAYMENT OF ASSESSMENT

Section 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Committee may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Committee, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, and the Committee may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment the late charge and interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and costs and a reasonable attorneys' fee, together with the costs of action. Each owner vests in the Committee, in

the name of the Association, the right and power to bring all actions at law or in equity against all proper parties for the collection of such delinquent assessments and enforcement of the provisions of the Declaration.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien less than thirty (30) days after the date a notice of claim of lien is recorded in the official records of Salt Lake County and a copy thereof deposited in the United States mail, certified or registered, to the Owner of said Lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens and mortgages. The Association, through the Committee or other duly authorized agents, shall have the power to bid on the lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 3. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Committee are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Committee, but not to exceed \$25.00, to cover the costs of preparing and filing or recording of such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 4. Cumulative Remedies. The assessment lien and the rights to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 5. Subordination of Assessment Liens. If any unit subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust recorded prior to the recording of the Association's notice of lien, then: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the transferee, upon the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall take title free of such monetary lien, but not free of the obligation for assessments accruing after such transfer.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Statement of Intent. It is the intent of

Declarant that the subsequent ownership, use and operation of the Lots shall not adversely affect the architectural (both landscape and structural) integrity and aesthetics of each individual Lot and the Subdivision as a whole. It is the intent of Declarant that the architectural and landscape elements of each lot remain throughout the term of this Declaration essentially as they were at the time of the original conveyance by Declarant, and on which the original zoning for the Subdivision was based.

Section 2. Approval by Committee. No Owner shall, except with the prior approval of the Committee, in accordance with this Article, do or perform or cause to be done or performed any of the following: (1) commence, erect or maintain any building, fence, wall or other structure or improvement on his Lot other than as originally conveyed by Declarant; (2) make any exterior addition, change or alteration to any structure or improvement on the Lot; (3) move, remove or add to any tree, shrub or other landscaping element on a Lot; (4) fail to replace within a reasonable time any tree or shrub on a Lot which is removed through natural processes; (5) paint or stain any exterior surface of a building, fence or wall on a Lot other than in a color on an approved list maintained by the Committee.

Section 3. Method for Approval. An Owner seeking approval of any action specified in Section 2 of this Article shall submit a written application to the Committee through a designated officer. Such application shall include two complete sets of plans and specifications for the proposed improvement, alteration or action which shall include the following to the extent applicable: (a) an overall view of the proposed improvement or alteration; (b) the location of such improvement or alteration upon the Lot and its location relative to other improvements on Lot; (c) the current location of trees, shrubs and other landscape elements on the Lot and the location of proposed changes thereto; (d) the basic structural system of the improvement or alteration and the materials to be used in the construction thereof; (e) elevations; (f) proposed time schedule for construction; (g) color chart or samples; (h) if required by the Committee, an acceptable survey locating Lot corners and the proposed position of improvements.

The Committee may make reasonable requests for additional information and may request clarification of any materials submitted by the Owner. If the Committee deems it necessary in order to clarify any materials submitted by the Owner or in order to verify the structural soundness of any proposed improvement, the Committee may require the Owner to submit materials prepared by competent architect, engineer or similar professional.

Within thirty (30) days after such materials have been submitted and all Committee requests have been complied with, the Committee shall hold a special meeting to consider the Owner's application. The Owner shall be given at least 24 hours written notice of such meeting and may attend such meeting in person, but

Owner's failure to attend shall not prejudice his application. The Committee shall not approve the actions proposed in Owner's application unless, in the opinion of the Committee, (i) Declarant's intent stated in Section 1 of this Article would be preserved thereby, (ii) the Lot and improvements, and landscaping thereon following the action with be in harmony with neighboring lots and the Subdivision as a whole, (iii) the proposed action will include sufficient safeguards for the preservation of the environment, (iv) any improvements proposed have been properly designed, (v) the design, contour, material, colors and general character of the improvement or alteration will be harmony with existing structures on the Lot and in the Subdivision, (v) any changes to the landscape elements on the Lot will be consistent with neighboring Lots and the Subdivision as a whole and, (vi) any action contemplated will minimize the disruption to the land forms and vegetation cover of the Lots as originally conveyed by Declarant. The Committee may also disapprove an application for any other similar reason the Committee deems in the best interest of the Subdivision.

If the Committee approves the application, it shall return one copy of the application to Owner marked "approved" and shall retain the other copy in its records. If the Committee disapproves the application or votes to require additional information, it shall so notify the Owner. The Owner may request a reconsideration of the Committee's decision, on one occasion only, within twenty (20) days after receipt of notice of disapproval or request for additional information. Except for such request for reconsideration, the decision of the Committee shall be final and unappealable and Owner agrees to be bound thereby.

If the Committee fails to take action (approval, disapproval or request for information) on Owner's application within 30 days after its submission to the Committee and compliance with all requests for information, the application shall be deemed to have been disapproved.

Section 4. Additional Approval of Landscape Alterations. Notwithstanding anything herein to the contrary, the Committee shall disapprove any application for significant changes to the front-yard landscape elements, including changing of trees and shrubs of a Lot, unless the Owner presents the Committee with evidence that the change has been approved by the City of South Salt Lake Planning and Zoning Commission.

Section 5. Non-Waiver. The approval of the Committee of any action requiring the approval of the Committee hereunder shall not be deemed to constitute approval or waiver of a right to withhold approval as to any similar action subsequently or additionally submitted for approval by that or any other Owner.

Section 6. Injunction. In addition to any other remedy available to the Committee at law or in equity, each Owner agrees

that the Committee shall be entitled to injunctive relief, both mandatory and prohibitive, to enforce the provisions of this Article and furthermore that the Committee shall be entitled without the posting of any bond to a temporary restraining order and preliminary injunction enjoining any such unapproved activity pending a final determination by a court of competent jurisdiction, whether or not construction has commenced.

Section 7. Committee Guidelines. In carrying out the provisions of this Declaration, the Committee shall follow the intent of Declarant set forth above and the following guidelines:

a) All exterior construction materials will be limited to materials similar to the masonite and roofing materials used on the buildings constructed by Declarant on the Lots. The color, texture, finish and quality of the exterior materials will be maintained substantially identical to the improvements on the Lots as originally constructed by Declarant with such minor variations as the Committee may approve by rule or on a case-by-case basis.

b) All storage or utility buildings, garbage and refuse containers, must be placed in the rear of permanent buildings on the Lot and otherwise located in such a manner as to not be conspicuous from the frontage street.

c) Any light used to illuminate garages, patios, parking areas or other purposes shall be so arranged as to direct light away from adjacent residences and away from the vision of passing motorists.

d) The Committee shall never approve the erection of fences or walls of chain link, wire mesh or unpainted concrete block, or of any material in a height exceeding six feet.

ARTICLE VII

THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in the By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association, through the Committee as its executive body, shall:

a) Own, and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

b) Pay any real and personal property taxes and other charges assessed against the common areas separately from the Lots.

c) Have the authority to obtain, for the benefit of all of the common areas, all water, gas and electric services and

refuse collection.

d) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.

e) Maintain such policy or policies of insurances as the Committee deems necessary or desirable in furthering the purpose of and protecting the interests of the Association and its members.

f) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Committee.

Section 2. By-Laws. The Association may from time to time adopt and amend By-Laws by majority vote of the combined voting of the two classes of Owners. Such By-Laws shall provide for the internal governance of the Association and the Committee, including, among other things, meetings of the members, officers, procedures for voting and similar matters. In the absence of such By-Laws, the Association shall be governed as if it were a non-profit corporation formed pursuant to the Utah Non-Profit Corporations Act with the Committee being the "Board of Trustees" as defined therein and that the members of the Committee constituting the officers thereof.

Section 3. The Committee. The Committee shall consist of three persons, all of whom are Owners or agents of Owners which are not natural persons. The original members of the Committee shall be designated by Declarant and shall serve for a period of two years from the recording hereof or until their successors are elected and shall qualify. All subsequent members of the Committee shall be elected to two-year terms by a majority vote of the combined voting of the two classes of owners at meetings called for such purpose; provided that vacancies on the Committee may be filled by the remaining members of the Committee for the unexpired terms.

Section 4. Association Meetings. Meetings of the Owners may be called by any committee member or by Owners possessing more than 30% of the combined votes of the two classes of Owners. Unless otherwise specified in the By-Laws, notice of such meetings shall be sent to all Owners at least 10 but not more than 60 days prior to such meeting.

Section 5. Committee Meetings. Meetings of the Committee shall be called from time to time by any member thereof on 24 hours notice. The Committee shall meet at least once every six months to establish budgets and monitor collection of assessments and may meet more often as dictated by the needs of the Association.

Section 6. Liability. Neither the Committee nor any member

thereof shall be liable to any Owner or third person for any damage, loss or prejudice arising out of:

a) the approval or disapproval of any action pursuant to the architectural control provisions hereof;

b) the construction or performance of any action reviewed by or which should have been reviewed by the Committee pursuant to the architectural control provisions hereof;

c) the development or manner of development of any Lot within the Subdivision; and

d) any other thing or action done or performed or omitted to be done or performed by the Committee acting in the good faith belief that it was in the best interest of the Association; provided that such action or omission to act did not involve fraud, gross negligence or intentional misconduct on the part of the Committee.

ARTICLE VIII

USE RESTRICTIONS

The general objectives and intent of these covenants, restrictions and conditions is to create and maintain a residential district characterized by the following: homes, well-kept lawns, trees, and other plantings; minimum vehicular traffic; and quiet residential conditions favorable to family living.

Section 1. Zoning Regulations. The Lots shall never be occupied or used by or for any building or purpose in any manner which is contrary to the zoning regulations applicable thereto validly enforced from time to time.

Section 2. Use Restrictions. All Lots and Common Areas are intended to be used for residential housing and are restricted to such use. No Lot or improvement thereon shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Lot, so as to create a nuisance or to interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering any other Lot or the Subdivision as a whole. Without limiting the breadth of the foregoing sentence, aluminum foil, newspapers, or any other similar materials may not be used to cover any windows visible to a street or another Lot. No activities shall be conducted on any lot and no improvements constructed on any lot 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 any lot, and no open fires shall be lighted or permitted on any lot except in a contained barbeque unit while attended and in use for cooking purposes or within safe and well-designed interior fireplaces. The Common

Areas shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Lots.

Section 3. Temporary Structures. No fences shall be allowed in the rear yards or in side yards without Committee approval and in any event all fences shall comply with the original landscaping plan. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No temporary structure, house trailer mobile home, camper or non-permanent outbuilding shall ever be placed or erected on any lot except with the approval of the Committee and then only during construction. No dwelling house on any Lot shall be occupied in any manner prior to its completion without a written approval of the Committee. No old or secondhand structures shall be moved onto any of said Lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials approved by the Committee.

Section 4. Vehicles. Vehicles shall not be parked, used or stored in the Subdivision or on the Lots except on the sidewalk side of streets, in driveways and in garages. No additional parking areas shall be constructed or developed on any Lot unless the Committee determines that extraordinary circumstances warrant a variance. No vehicle of any kind, including but not limited to, automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three-wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any public street within the Subdivision between the hours of 2:00 o'clock and 6:00 o'clock A.M. of any morning or at any time during snow storms. No mechanical repairs to vehicles shall be made on the public streets or on any Common Area.

Section 5. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and that there are not more than two dogs, cats or any combination per Lot. Whenever pet leaves its Owner's Lot, it must be on a leash under the control of a competent person.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by Declarant pursuant to Section 11 of this Article and such signs denoting house number and Owner's name as the Committee, by rule, shall approve.

Section 7. Garbage and Refuse Disposal. No Lot shall be

used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any Lot except that trash may be burned inside homes that are properly equipped with inside incinerator units.

Section 8. Sewage Disposal and Water Supply. No individual sewage-disposal system or water supply system shall be permitted on any Lot.

Section 9. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

Section 10. No Business Uses. The Lots shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purpose except that any Owner or his duly authorized agent may rent or lease said Owner's residential building from time to time.

Section 11. Declarant's Sales Program. Notwithstanding the provision of the foregoing Section 10, until the happening of the event described in the second paragraph of this Section, Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Lots owned or to be owned by Declarant:

a) Declarant shall have the right to maintain ten (10) or less sales offices and/or model homes. Such offices and/or model homes may be on one or more Lots owned by it, one or more separate structures or facilities placed on the Subdivision for the purpose of aiding Declarant's sales efforts within the Subdivision, or any combination of the foregoing. If one or more separate structures or facilities is so employed by Declarant, each shall be reasonably located given the layout of the Subdivision.

b) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners, awnings, flags, or similar device at any place or

places on the Subdivision, but any such device shall be of a size and in a location as is reasonable and customary.

Declarant shall have the right from time to time to locate or relocate any of its sales offices, model homes, and/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 event described in the second Paragraph of this Section, Declarant 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 a portion of the Subdivision for the purpose of aiding Declarant's sales effort.

The event referred to in the first Paragraph of this Section shall be the first to occur of the following:

- a) Declarant ceases to be a Lot Owner, or
- b) The expiration of seven (7) years after the date on which this Declaration is filed of record in the office of the County Recorder of Salt Lake County, Utah.

Section 12. Utility and Other Wiring. All water, gas, electrical, telephone and television cables, other electronic pipes and lines and all other utility lines within the limits of the Lots must be buried underground and may not be exposed above the surfaces of the ground. No radio or television antenna or any wiring for any purpose may be installed on the exterior of any building contained on a Lot, except for inconspicuous connections to underground public utilities. No garments, rugs, other household items, or wash lines of any kind may be hung, erected, or maintained outside of the Buildings on the Lots.

Section 13. Maintenance of Lots and Improvement. All Lots and all improvements and landscaping on the Lots shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair. Immediately upon receipt of written notice from the Committee of a violation of this section, the Owner shall bring his Lot, improvements and landscaping in compliance. Should the Owner fail to cure such violation, or fail to initiate and diligently prosecute steps reasonably calculated to cure such violation, within 15 days after receipt of such notice, the Committee may cause such violation to be cured by contractors hired by it. In such event, the Owner shall promptly pay the costs thereof, including interest at 18% per annum.

Section 14. Entry on Lots. The Committee 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 Lot for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered,

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or maintained upon such Lot in violation of these covenants, (2) of restoring or otherwise reinstating such Lots, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this Declaration. No improvement, excavation or other work which in any way alters any Lot from its natural or improved state existing on the date such Lot was first sold shall be made or done except upon strict compliance with this Declaration.

Section 15. Maintenance of Landscaping. Each Owner shall have the responsibility to maintain his front yard landscaping in a neat, attractive and healthy manner according to rules promulgated by the Committee.

Section 16. Rules and Regulations. The Committee shall from time to time promulgate rules and regulations for the use of the Lots and the architectural controls contained herein. Such rules shall be distributed to each Owner and shall be available for inspection upon request. No such rules shall be established which violates the intention of this Declaration or which shall unreasonably restrict the use of any Lot by the Owner thereof.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Redevelopment Agency of South Salt Lake City (but only during the period ending January 22, 2010), the Association, the Committee, any Owner, or Doolny-Sass Associates, whether or not it owns Lots, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments. At any time while any provision, covenant, condition or restriction contained in this Declaration or amendment thereto, is in force and effect, it may be amended

or repealed by the recording of a written instrument specifying the amendment or repeal, executed by owners representing a majority of the combined votes of both classes of membership entitled to vote; provided that such amendment or repeal has been approved by the South Salt Lake City Planning and Zoning Commission.

Section 5. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 6. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other lot Owner in the subdivision. Such remedy shall be deemed cumulative and not exclusive.

DATED the day and year first above written.

DOILNY-SASS ASSOCIATES

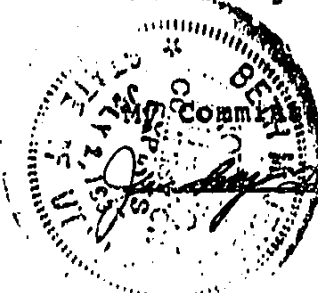
By Michael A. Sass

REDEVELOPMENT AGENCY OF SOUTH
SALT LAKE CITY

By Jennifer Walker

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

On the 14TH day of June, 1986, personally appeared before me Michael A. Sass, who did acknowledge to me that he is the Partner of Doilny-Sass Associates and that he executed the foregoing document on behalf of Doilny-Sass Associates.



Commission Expires: 1987

Beth M. Jensen
NOTARY PUBLIC
Residing at:

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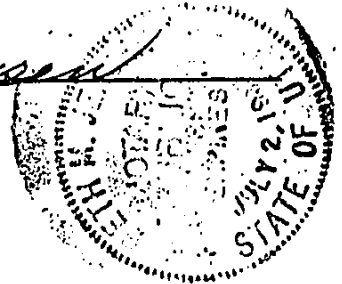
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 4TH day of June, 1986, personally appeared before me Joyalyn Walker who did acknowledge to me that she is the Executive Director of Redevelopment Agency of South Salt Lake City and that she executed the foregoing document on behalf of Redevelopment Agency of City of South Salt Lake.

My Commission Expires:

July 2, 1987

Brett M. Jensen
NOTARY PUBLIC
Residing at:

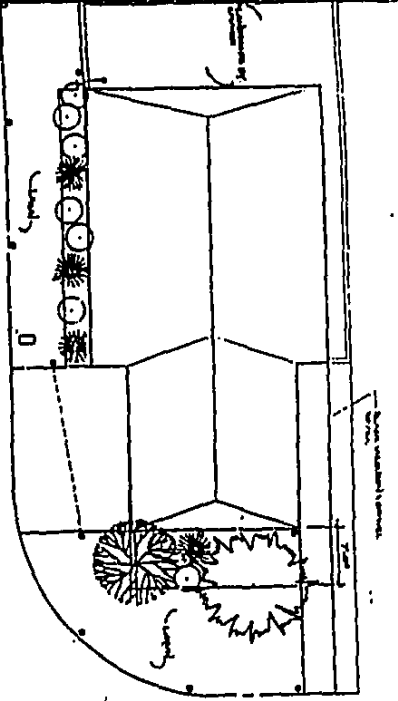


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Information needed to duplicate the paint/color formulas of Masonite Color

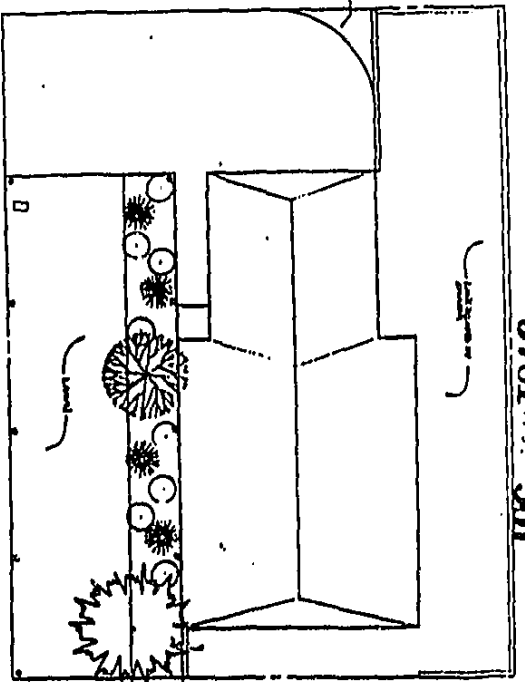
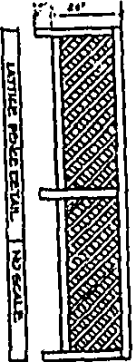
COASTAL IVORY	BAYTOWN GRAY	PEBBLE-BEIGE
SPRED House Paint	SPRED House Paint	SPRED House Paint
1 Gal. 3625	1 Gal. 3687	1 Gal. 3687
48 Y-OX	52 T-GR	22 OX-R
2 T-GR	24 T-BL	2P 16 Y-OX
12 BLK	5P 48 BLK	1P 40 BLK
SPRED Latex Gloss House Paint	SPRED Latex Gloss House Paint	2P 16 W
1 Gal. 3918	1 Gal. 3987	SPRED Latex Gloss House Paint
1P Y-OX	52 T-GR	1 Gal. 3987
5T-GR	12 T-BL	24 OX-R
8 N-T	6P 24 BLK	2P 8 Y-OX
SPRED GEL-FLO	SPRED GEL-FLO	1P 44 BLK
1 GAL. 1918	1 Gal. 1987	2P 16 W
44 Y-OX	60 T-GR	SPRED GEL-FLO
4 T-GR	24 T-BL	1 Gal. 1987
16 N-T	6P 56 BLK	28 OX-R
		2P 8 Y-OX
		2P BLK
		2P 16 W
FROST WHITE	FOREST BROWN	
SPRED House Paint	SPRED House Paint	
Cannot be tinted	1 Gal. 3608	
SPRED Latex Gloss House Paint	60 Y-OX	
Approximate match to 3900	36 BLK	
White	SPRED Latex Gloss House Paint	
SPRED GEL-FLO	1 Gal. 3908	
Cannot be tinted	36 Y-OX	
	16 BLK	
	SPRED GEL-FLO	
	1 Gal. 1937	
	60 Y-OX	
	1P 32 W	

All exterior colors and designs will be maintained to match the original installation.

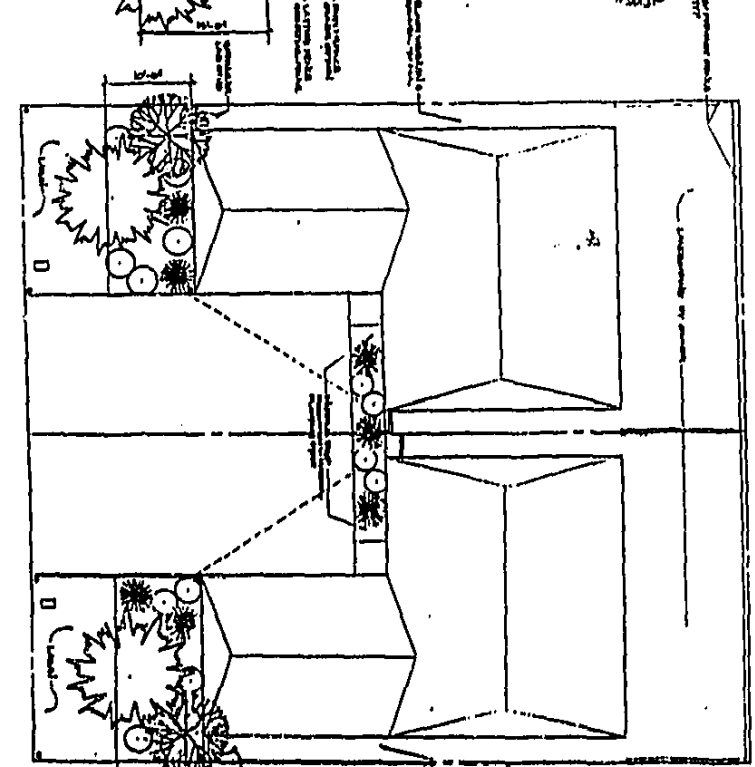
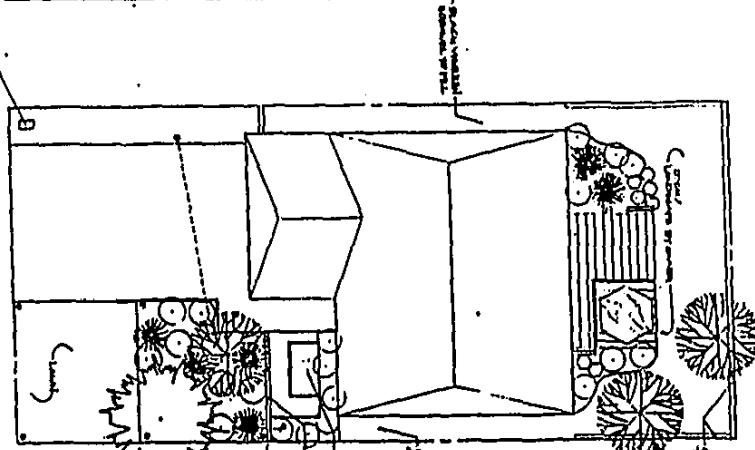
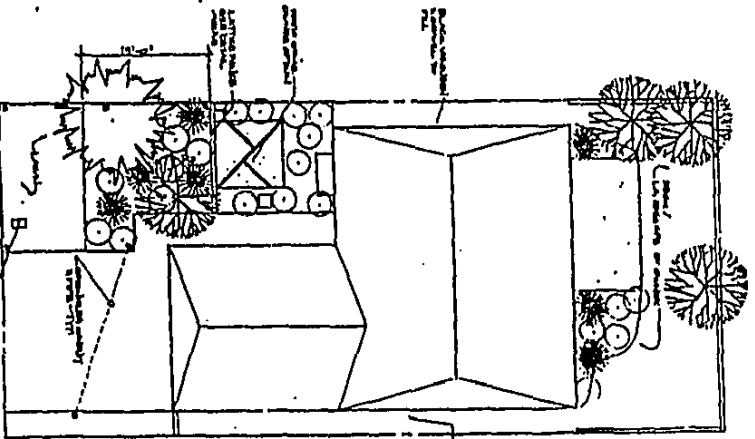
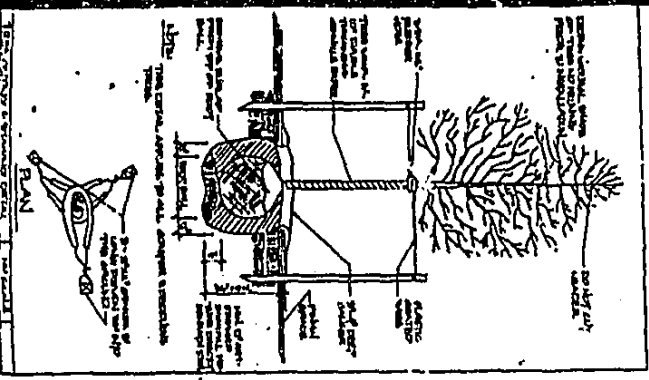


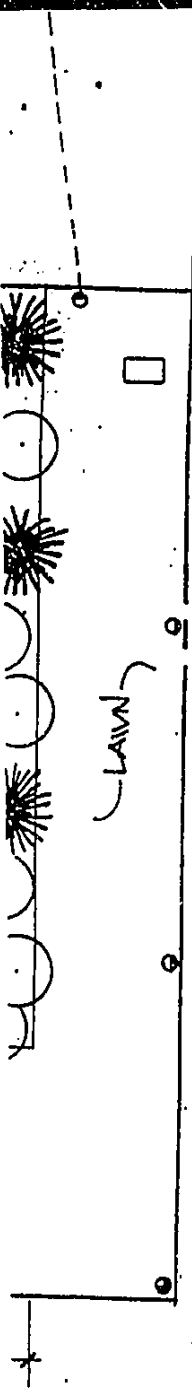
LANDSCAPE SCHEDULE

Symbol	Item Name	Quantity	Notes
○	ZAGROD BLUE GRASS	7.45	Planting seed grade per 100 sq ft. 1/4" deep, 1/2" wide, 1/2" high.
●	PERENNIAL PLANT	1	Planting seed grade per 100 sq ft. 1/4" deep, 1/2" wide, 1/2" high.
○	WOOD PILE - 4x4x8x16	1	Planting seed grade per 100 sq ft. 1/4" deep, 1/2" wide, 1/2" high.
○	POTENTIALLY PERENNIAL PLANT	1	Planting seed grade per 100 sq ft. 1/4" deep, 1/2" wide, 1/2" high.
○	PERENNIAL PLANT (CONCUB COVER)	1	Planting seed grade per 100 sq ft. 1/4" deep, 1/2" wide, 1/2" high.
○	LAND (CONCUB COVER)	1	Planting seed grade per 100 sq ft. 1/4" deep, 1/2" wide, 1/2" high.
○	ARTIFICIALLY CREATE PLANTING	1	Planting seed grade per 100 sq ft. 1/4" deep, 1/2" wide, 1/2" high.



1. All work shall be done in accordance with the specifications and drawings. The contractor shall be responsible for obtaining all necessary permits and licenses. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the protection of all existing utilities and structures. The contractor shall be responsible for the removal of all debris and waste. The contractor shall be responsible for the maintenance of all equipment and tools. The contractor shall be responsible for the payment of all taxes and fees. The contractor shall be responsible for the completion of all work within the specified time frame. The contractor shall be responsible for the satisfaction of all clients. The contractor shall be responsible for the quality of all work. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the protection of all existing utilities and structures. The contractor shall be responsible for the removal of all debris and waste. The contractor shall be responsible for the maintenance of all equipment and tools. The contractor shall be responsible for the payment of all taxes and fees. The contractor shall be responsible for the completion of all work within the specified time frame. The contractor shall be responsible for the satisfaction of all clients. The contractor shall be responsible for the quality of all work.





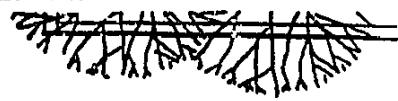
GENERAL NOTES:

1. EACH HOUSE SHALL HAVE A CURB SIDE MAIL BOX. PROVIDED BY DEVELOPER.
2. TOP OF PRIVACY FENCE IS 6" MATERIALS AND CONSTRUCTION BY DEVELOPER.
3. SPRINKLER CONDUIT & PIPE UNDER CONCRETE SLABS BY DEVELOPER.
4. SPRINKLER LINE STUBS PROVIDED FOR FUTURE EXPANSION BY OWNER.
5. SPRINKLER HEAD LEGEND:
 - HALF SPRAY NOZZLE
 - QUARTER SPRAY NOZZLE ON STUB END
6. SPRINKLER SPRAY SHOULD OVERLAP BY 50% OF SPRAY RANGE.
7. ALL SPRINKLER HEADS IN PLANTING BEDS SHALL BE ON RISER PIPE.
8. ALL SPRINKLER HEADS IN LAWN AREA SHALL BE POP-UP TYPE AND SHALL BE FLUSH WITH GRADE WHEN NOT IN USE.
9. BLACK MESQUITE & GRAVEL SUPPLIED BY DEVELOPER.
10. ALL PLANTING BEDS TO INCLUDE:
 - (1) SPRUCE
 - (1) PLUM
 - (4) MULGA
 - (2) ACENTILLA
 - (2) FLATS OF VILCA (AS NECESSARY)
11. DRIP IRRIGATION SYSTEM TO BE INSTALLED IN NARROW BEDS OFF DRIVEWAY. IS TO BE SODDED.
12. EXISTING TREES MAY ALTER PLANTING AS SCHEDULED HEREIN.
13. NO FENCE ON PROPERTY LINES/CONTIGUOUS WITH STREAM.
14. SPRINKLER SYSTEM IS MANUALLY OPERATED. TIMER IS OPTIONAL.

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DO NOT CUT








RETAIN NATURAL SHAPE OF TREE & DRINKING



PLANTING OR
LANDSCAPE
OWNER OPTION

LATTICE FENCE DETAIL NO SCALE

LANDSCAPE SCHEDULE

SYMBOL	NAME OF PLANT	SIZE	REMARK
	COLORADO BLUE SPRUCE PICEA PUNGENS 'GLAUCA'	7' HT B&B	PLANT MIN. 10'-0" FROM STRUCTURES, STREET OR DRIVEWAYS, ETC.
	FLOWERING PLUM PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	1" CAL	SEE ABOVE ↑
	MUGO PINE PINUS MUGO - SWISS MTN. PINE	3 GAL.	PLANT 6'-0" O.C.
	POTENTILLA POTENTILLA CINEREOIL 'GOLD DROP'	1 GAL.	PLANT 4'-0" O.C.
	PERIVINKLE (GROUND COVER) VINCA MAJOR	FLATS	PLANT 18" O.C.
	LAWN (DEVELOPERS OPTION)	—	
	STEPPING STONE (OWNERS OPTION)	—	

