

When recorded, return to:
Deer Creek Estates, LLC
465 N 565 W #100
Providence, UT 84332

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
DEER CREEK ESTATES SUBDIVISION**

Midway City, Wasatch County, Utah

THIS DECLARATION (the "Declaration") is made as of this 29th day of August 2017 by Deer Creek Estates, LLC, a Utah limited liability company (the "Declarant").

Recitals:

A. Declarant is the Owner of certain real property located in Wasatch County, Utah, more particularly described in Article I of this Declaration, which real property shall be the Covered Property under this Declaration. Declarant has recorded a subdivision plat with regard to the Covered Property, which plat subdivided the real property as indicated thereon and is entitled "Deer Creek Estates Subdivision", and was recorded in the office of the Wasatch County Recorder. This Declaration is being imposed upon the Covered Property.

B. Declarant intends to develop a residential subdivision on the Covered Property and convey all of the lots therein subject to a general plan of development and to the covenants, conditions and restrictions set forth in this Declaration.

NOW THEREFORE, Declarant declares as follows:

All lots within the Covered Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a general plan of development, to protect and enhance the property values and aesthetic values of the Covered Property. The covenants, conditions and restrictions contained herein are intended to and shall run with the title of the land, and be binding upon the successors, assigns, heirs, and any other person holding any ownership or possessory interest in the Covered Property, and shall inure to the benefit of all other lots in the Covered Property.

The covenants, conditions, and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant or by any Owner, as hereinafter defined. Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's

reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (2) installation and maintenance of signs incidental to sales or construction, subject to applicable laws and ordinances; and (3) assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes on the Covered Property.

**Article I.
DEFINITIONS**

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

“City” shall mean city of Midway City, Utah and its appropriate departments, officials and boards.

“Committee” shall mean the architectural review committee created under Article III of this Declaration.

“Covered Property” shall mean Lots 1 through 20, inclusive of Deer Creek Estates Subdivision, Midway City, Wasatch County, Utah, according to the official plat thereof as recorded in the office of the County Recorder of Wasatch on Aug 29, 2017 as Entry Number 442119. The Tax Parcel Numbers of the Lots in the Covered Property are:
N/A

“Declarant” shall mean Deer Creek Estates, LLC, a Utah limited liability company, and its successors and assigns.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

“Dwelling” shall mean the single family residence built or to be built on any Lot, including the attached garage.

“Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of a building.

“Lot” shall mean any numbered building Lot shown on any official plat of all or a portion of the Covered Property.

“Owner” shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an

obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

“Plat” shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Wasatch County Recorder, as such plat may be amended from time to time.

Article II. RESTRICTIONS

II.1 Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, and no Lot may be occupied or used in a manner that is in violation of any such ordinance or Code.

II.2 Business or Commercial Uses. No portion of the Covered Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office until the Lots are sold, or (b) the conduct of a home occupation entirely within a Dwelling. No home occupation will be permitted which requires or encourages clients, customers, patients or others to come to a Dwelling to conduct business, or which requires any employees outside of the Owner’s immediate family or household.

II.3 Restriction on Signs. No signs will be permitted on any Lot within the Covered Property, except for (a) traffic control signs placed by the City, temporary signs warning of some immediate danger, (b) signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction, (c) signs indicating the Lot is for sale, which sign must be placed in accordance with City sign regulations and shall not exceed nine square feet in size, and (d) signs stating the address or the name of the owner of a Lot, subject to the consent of the Committee. Notwithstanding the foregoing, the Declarant may erect and maintain a sign at the entrance to the Covered Property for a period of no more than five years after the recordation of the last Plat within the Covered Property announcing the availability of Lots and giving sales information.

II.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

II.5 Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on a Lot.

II.6 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except: dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner’s control; provided further that no more than two such household pets of over six months of age shall be kept on any Lot. “Control” for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines

on the Lot. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

II.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Covered Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

II.8 Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

II.9 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

II.10 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess or those reasonable and customary for household uses, the discharge of firearms or fireworks other than in connection with celebration of the 4th of July and 24th of July holidays, and setting open fires (other than properly supervised and contained barbecues or fire pits).

II.11 Exterior Lighting. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This restriction shall not prevent street lighting maintained by the City, a front yard post light or lighting installed on top of a mail box structure.

II.12 Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

II.13 Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of

the Dwelling until the permanent heating system is installed and operational.

II.14 Transient Lodging Prohibited. Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing commercial accommodations. No lease of any Dwelling shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

II.15 Re-Subdivision. No Lot may be re-subdivided without the consent of the Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwellings within the Lot.

II.16 Recontouring. No lot shall be recontoured, excluding grading for purposes of basement construction, without the prior written approval of the Committee.

II.17 Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.

II.18 Vehicles Restricted to Roadways. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

II.19 Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two- and three-wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicles are kept from the view of the general public.

II.20 Kennels. No kennel or dog run may be placed or maintained closer than 50 feet to any Dwelling other than the Dwelling on the Lot where the kennel or dog run is maintained.

Article III. ARCHITECTURAL CONTROLS

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the architectural design standards set forth in this Declaration.

III.1 Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall be appointed by the Declarant or its successor. At such time as 90% of the Lots have been sold, or at such earlier date as is selected by Declarant in its sole discretion, the Owners (the Owners of

each Lot having one vote) shall elect the membership of the Committee. Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

III.2 Approval by Committee Required. No Improvements of any kind, including without limitation the construction of any Dwelling, garage, guest house, outbuilding, parking enclosure, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pool, outdoor hot tub or spa, fence, wall, curb, trampoline, satellite dish or antenna, solar panel, or any other permanent or temporary structure may be constructed, erected, or installed in the Covered Property without the prior consent of the Committee. No excavation, grading, filling, draining or landscaping shall be made without the advance written consent of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and/or a sample, including color samples; and a landscaping plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing it determines to be unnecessary for its review. Submission of plans may be made in two parts, that is, architectural plans without landscape plans and then a separate second submission of the landscape plans. Each Owner shall submit a written cost estimate with the landscape plans. Notwithstanding any review and approval of plans by the Committee, each Owner shall be responsible for the design and placement of improvements on Lots to avoid damage from ground and drainage water, and neither the Committee nor the Developer shall have any responsibility or liability with respect thereto.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount reasonably necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. As of the date hereof, the amount of the fee is two hundred fifty dollars.

(c) Review. Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its

comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction will be permitted that is not in compliance with the approved plans.

(d) Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

(e) Failure to Act. If the Committee has not approved or rejected any submission within 15 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

III.3 Variances. Variances to the design standards contained in this Declaration may be granted in the sole discretion of the Committee, but only if strict application of the design standards would create an unreasonable hardship to the Owner of any Lot. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations.

III.4 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well-designed community

III.5 Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

III.6 Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

III.7 Dwelling Quality and Size. All Improvements on any Lot shall be subject to the following restrictions and architectural design standards:

III.7.1 Buildings Restricted to Single-family Residences, Garages and

Outbuildings. Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars. Outbuildings, garages and other storage buildings may, with the Committee approval, be located upon the Lot. No other structure or Improvement shall be erected, altered, placed upon or permitted to remain on any Lot, nor shall any Dwelling be erected on any Lot for use other than as a private residence.

III.7.2 Residence Design. Single-story dwelling structures shall consist of not less than 1,800 square feet of floor area on the main floor; two-story residences shall have not less than 1,600 square feet on the main floor with a minimum of 800 square feet on the second level. Split level and split entry homes will not be permitted. No structure shall exceed two stories above the main floor or ground level for living space or be more than 35 feet above a point representing the average grade at the front setback line, without prior written approval of the Committee.

III.7.3 Roofs. All roof improvements shall conform to the height restrictions for Midway City standards. Roof slope for a single story residence shall be a minimum of 6/12 and a maximum of 12/12. The minimum pitch for two story homes shall be 6/12 with a maximum of 12/12 in pitch. The following roof shapes are not permitted: mansard, fake mansard, gambrel, joined shed roof, flat or domed roof. The following materials are approved for roofs: tile, slate, cedar shake, cedar shingles, wood shingles or architectural grade asphalt shingles having at least a 35-year guarantee. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

III.7.4 Chimney, Vents. Chimneys must be enclosed in an approved material. No exposed metal flues are permitted. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street.

III.7.5 Exterior Materials. A minimum of three different exterior materials shall be used to face the exterior walls of the home. One hundred percent of the exterior surface (exclusive of soffit, fascia and roofing) of all structures must be faced with masonry products to maintain the long-term quality of the subdivision. Masonry products shall be defined as stone, brick, Hardy-board (or similar approved product), composite shingles, stucco or other similar products approved by the Committee. The minimum for use of stone or brick shall be 35% of wall surface excluding windows. Aluminum or copper soffit, fascia and crown details may be allowed on a case by case basis based upon color, style and size of application. No walls other than the rear wall of the home may be 100% stucco or other product. Any other proposed building materials must be approved by the Committee, which can, in its sole discretion, reject for any reason. No vinyl or aluminum siding will be allowed. All homes shall exhibit superior architectural design and detail with the use of above-average new materials and conventional construction methods.

III.7.6 Code Requirements. Every residence shall conform to the Utah Uniform Building Code as well as Midway City standards.

III.7.7 Garage Design. Each Dwelling shall have a garage consisting of at least a two-car garage with a minimum garage door size of 8'x7'. The garage may be attached or detached. If the garage is detached, it must match the architectural design of the home in every way and compliment the aesthetics of the home. It must also follow the design guidelines.

III.7.8 Driveways. Each garage shall be serviced by a driveway, constructed of concrete comparable materials (no asphalt) and placed on properly compacted earth, of sufficient width to park two vehicles side-by-side. No dirt or gravel driveways or parking pads will be permitted. The driveway shall be completed prior to occupancy of the residence. The owner shall be responsible for maintaining the driveway in reasonable repair. The driveway shall be constructed of sufficiently thick material to adequately hold the typical vehicles.

III.7.9 Carports. Carports or other unenclosed structures are prohibited.

III.7.10 Balconies and Decks. Any balcony or deck that is more than 24 inches above the natural grade must be constructed in compliance with the following: all railings must have at least four horizontal members. All posts or pillars supporting any deck must be between 8 and 16 inches in width. The area under any deck must be either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than 3 feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished and painted or stained.

III.8 Timely Construction. Construction on all homes must commence within one year of the Committee approval or such approval will lapse. All homes under construction must be completed pursuant to the plans and specifications submitted to the Committee within one year from the commencement of any construction. In order to ensure that all homes complement each other, the Committee can review the home's conformity with its approvals and enforce such.

III.9 Construction Vehicles. To the maximum extent possible, construction related autos, trucks and equipment shall be parked in an orderly manner on the construction site. Vehicles and equipment parked on the street for construction purposes must be confined to the same side of the street as the Lot where construction is taking place. Vehicles must not be parked in front of an existing home and under no circumstances may they be parked on the street overnight. Vehicles parked on the street for construction purposes must not impede, hinder or restrict the snow removal from the streets or neighbors' access to their individual homes.

III.10 Use of Roads and Bond. The owner and owner's builder shall take all reasonable precautions to prevent damage to roads, curb, gutter and sidewalks during construction, including without limitation, construction of driveway from the road to the site of the residence. Mud, debris, gravel and similar materials deposited by construction or construction vehicles or equipment shall be cleaned from the roadways daily by the builder or homeowner. If the Lot owner or builder fails to comply with this provision, the Declarant or Midway City may clean the roads at the expense of the Lot owner. The owner shall be liable to Declarant for any

damage to the roads, so long as the Declarant has ownership or is liable to Midway City for upkeep and repair to the roads. Owner shall pay a refundable deposit of \$1,000 to Declarant to guarantee against damage to the roads during construction and conformity of approvals, which deposit shall be returned to owner upon satisfactory inspection by the Declarant or designated representative after completion of construction. Any violations charged against the builder shall be in writing.

III.11 Maintenance. All Lots and the structures and improvements thereon, including landscaping, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No owner shall permit his or her lot, the improvements or structures to fall into disrepair.

III.12 Uniform Mailboxes. On each lot upon which a dwelling is constructed, the owner shall install, at the owner's expense, within thirty days of completion of said dwelling, a mailbox which must conform to the Committee and Midway City standards as to size and style and location.

III.13 Landscaping. In order to conform to the highest standards for a subdivision, all yards (front, rear and side) must be landscaped within twelve months of the issuance of the Certificate of Occupancy by Midway City. Landscaping shall be deemed to include grass, shrubbery, trees and an underground sprinkling system capable of properly irrigating the entire front, rear and side yards. Alternative landscaping may be allowed with approval from the Committee (i.e., drought tolerant). All owners will keep and maintain their yards in a neat, clean and orderly condition and appearance. Owner shall also plant or cause to be planted two trees in the space between the curb/gutter and the sidewalk. The general policy is to plant one tree for every 50 feet of lot frontage of at least 2" in caliper, and shall water and maintain said trees. Exceptions must be approved by the Committee. Tree species must be approved by the Committee prior to planting. A list of approved trees can be provided.

III.14 Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the lot for sale or rent, or similar size signs used by a builder or real estate agent to advertise the property during the construction and sales period. This provision shall not impair the Declarant's right to utilize the larger signage for permanent entrance statements or for advertisement during construction, development and marketing of the Subdivision.

III.15 Satellite Dishes and Solar Panels. Any satellite dishes larger than 2 feet in diameter must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from any adjoining lot at ground level. Solar panels will be permitted only with the consent of the Committee and, if permitted at all in the Committee's sole discretion, must lie flat against the roof or other surface and may not differ in pitch or color from the roof or other surface on which it is mounted. No solar panels on the front of homes are permitted (unless solar shingles are installed as a structural shingle/solar panel mixed use, and are approved by the Committee).

Article IV.

CONSTRUCTION COVENANTS

In order to minimize the inconvenience to neighboring Owners during periods of construction within the Covered Property, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which Owner is liable.

IV.1 Portable Office or Trailer. A builder or general contractor constructing a home on a Lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of: (1) the issuance of a Certificate of Occupancy; (2) the termination, expiration, or cancellation of the Building Permit; (3) the suspension of construction activities for a period of 60 days; or (4) one year after the commencement of construction.

IV.2 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Covered Property. No concrete trucks may be cleaned out on the Lot or elsewhere within the Covered Property.

IV.3 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

IV.4 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction.

IV.5 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed 6 square feet in area identifying the Lot and the Builder. The sign must also comply with any sign ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

IV.6 Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 AM and ending at 9:00 PM, or such lesser period as is allowed by City ordinances. The Builder is responsible for controlling noise emanating from the site.

IV.7 Removal of Mud. The Builder is responsible for cleaning up and removing mud that is deposited on the roadways of the Covered Property by their construction operation at least

once each week.

IV.8 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the building permit. It is the obligation of the Owner to complete construction with all reasonable speed once construction has commenced and, in any event, all exterior surfaces of the building shall be substantially completed within a period of six months from the date of the foundation is complete. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

Article V. LANDSCAPE STANDARDS

It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

V.1 Lawn and Landscaping Required. Front yard and visible side yard lawns are to be installed within 60 days following occupancy or, in the case of a winter occupancy that prevents the installation of landscaping, by the following April 30th. As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of a building permit, whichever first occurs, each Owner is required to fully landscape his or her Lot. The Owner may plant lawns and gardens, shrubbery, trees or other ornamental plantings or replace natural species. Front and visible side yard lawn areas must be provided with sod and not grown from seed or power mulching. Trees, lawns, shrubbery and other plantings provided by each lot owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same upon the request of the Committee.

V.2 Sprinkler System. All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

V.3 Fences. Fencing shall be permitted in the Covered Property only in accordance with applicable City ordinances and must be decorative in nature. No fences may be constructed without the prior approval of the Committee, which may include in its approval criteria considerations of style, material, height, and effect on neighboring properties. Fencing of front yards shall not be permitted; side yards may be fenced up to a point which is no closer than the midpoint of the length of the Dwelling from the street upon which the Dwelling is located. Barb wire and field fence on posts are prohibited. No chain link is permitted as cross-fencing or in back and side yards where it is visible from roads. The Committee may approve wood fences, provided provisions for proper maintenance of such fences are made.

Article VI.
MORTGAGE PROTECTION

VI.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions and limitations contained herein shall defeat or render invalid any lien of any mortgage made in good faith and for value; provided, however, that all covenants, conditions, restrictions and limitations contained herein shall be binding upon an owner whose title is derived through foreclosure or transfer of sale.

VI.2 Amendment. No provision of Article IV shall be amended without the prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Wasatch County, State of Utah, as of the date of such amendment.

Article VII.
GENERAL PROVISIONS

VII.1 Enforcement. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by any other Owner.

Enforcement of the provisions of this declaration shall be by proceedings at law or in equity to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of the provisions contained within this Declaration. Midway City or any lot owners shall have the right, but not the obligation, of enforcement as described in this Section 7.1. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys' fees and costs. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in addition to those remedies available at law. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative. The failure to take enforcement action shall not be construed as a waiver of the requirements contained in this Declaration.

VII.2 Term. The provisions of this Declaration shall run with the land for a period of twenty-five years from the date of its recording and shall be renewed and automatically continue thereafter for successive periods of ten years each, unless at any time an amendment to or revisions of this Declaration is executed and recorded pursuant to Section 7.3 below, as defined therein.

VII.3 Amendment. This Declaration may be amended in whole or in part by a written instrument executed by the recorded Owners of two-thirds of the lots within the subdivision and upon recording the same with the Recorder of Wasatch County, Utah. Notwithstanding the foregoing, until such time as the Declarant has conveyed greater than 90% of the lots, (i) the Declarant's approval of any amendment shall be required, and (ii) Declarant may amend any portion of this Declaration without holding a meeting of the members or without any vote by

owners.

VII.4 Nuisances. No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No lot shall be used or maintained as a dumping ground for rubbish or debris or garbage. Owners of vacant lots shall keep their lots free and clear of weeds and debris. No structures of a temporary nature nor any trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front of each lot and will repair any damage thereto related to construction or otherwise. No owner or contractor shall leave building or landscaping materials within the road right-of-way (including sidewalks) for any prolonged period of time.

VII.5 Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land, or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or who shall hereafter acquire any interest in a lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, mortgagee, tenant or occupant of a Lot or dwelling shall be subject to and shall comply with the provision of this Declaration. Each party acquiring any interest in a Lot or dwelling thereby consents to and agrees to be bound by all provisions in this Declaration, and is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions contained herein against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

VII.6 Easement. Each Owner whose property adjoins Michie Lane to the north of their property hereby grants the irrevocable right to Midway City to have access from time to time for any maintenance or replacement of city governed amenities including fencing, landscaping and public access ways (roads, sidewalks etc.). Owners of lots 12 and 13 hereby grant Midway City access to the areas of their property containing storm drain retention areas along the south border of their lot. These areas will be restricted of any building objects such as sheds, shops and other structures that would alter the use and maintenance of the storm drain areas. Lot 12 will also contain a temporary asphalt turnaround required by Midway city for emergency vehicles. This turnaround will be removed upon development to the south and 300 E being developed to the south, eliminating the need for the temporary turnaround.

Deer Creek Estates, LLC

a Utah limited liability company

By: CHRISTOPHER HUFFMAN
ITS: MANAGER / OWNER

STATE OF UTAH)
COUNTY OF Wasatch) : ss

The foregoing instrument was acknowledged before me this 29th day of August, 2017 by Christopher Huffman as manager of Deer Creek Estates, LLC.



Barry Hallows
Notary Public
Residing at:
My Commission Expires:

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 2, Township 4 South, Range 4 East, Salt Lake Base & Meridian, located in Midway, Utah, more particularly described as follows:

Beginning at a point on the south line of BOWDEN FIELDS Subdivision, according to the Official Plat thereof on file in the Office of the Wasatch County Recorder located S89°56'01"W along the Section line 775.55 feet and South 10.99 feet from the North 1/4 Corner of Section 2, T4S, R4E, S.L.B. & M. (Basis of Bearing: N89°56'01"E along the Section line between the North 1/4 Corner and the Northeast Corner of said Section 2); thence along the extension of, and along the westerly line of FOX POINTE Subdivision, Plat "B", according to the Official Plat thereof on file in the Office of the Wasatch County Recorder the following 3 (three) courses and distances: S1°00'19"W 324.11 feet; thence S4°44'07"W 63.93 feet; thence S0°58'13"W 398.68 feet; thence N89°31'32"W 215.30 feet; thence S86°00'34"W 56.17 feet; thence N89°31'32"W 211.08 feet to a fence line marking the easterly line of that Real Property described in Deed Book 1099 Page 12 of the Official Records of Wasatch County; thence N0°26'00"E along said fence line 737.90 feet; thence N1°33'00"E along said fence line and extension thereof 59.34 feet to the north line of said Section 2; thence N89°56'01"E along the Section line 151.18 feet to the westerly line of said BOWDEN FIELDS Subdivision; thence S0°49'34"W along said plat 5.57 feet; thence S89°09'24"E along said plat 341.87 feet to the point of beginning.

Contains: 8.87+/- acres