

Protective Covenants "Summit Creek Subdivision"
Charleston, Wasatch County, State of Utah

WHEREAS, the maker of this indenture, Blake R. and Jennifer J. Howell, are owners of the property known as Summit Creek subdivision and with right to convey the said premises, or any part or parts thereof; and

WHEREAS, Blake R. and Jennifer J. Howell, intends to sell the property in separate lots, restricting it in accordance with a common plan designed to preserve the value, residential qualities of the property for the benefit of its owners; and to ensure compliance with Charleston Town zoning ordinances, and;

WHEREAS, Blake R. and Jennifer J. Howell, desire to impose on the said property certain easements, restrictions, conditions, reservations, and limitations that shall run with the land and bind the property;

WHEREAS, this document fully complies with and fulfills the Charleston Town Ordinance 02.0600.25 Guarantees and Covenants;

FURTHER, the establishment of a Covenant and Architecture Control Committee (CACC) as detailed below will administer this document;

NOW, THEREFORE, in consideration of mutual advantages to accrue to the owner of said property at the time of its recording in the Recorder's Office of Wasatch County, Utah, as well as to the future owners of the property or portions of the property, there are hereby imposed on the said subdivision certain easements, conditions, restrictions, reservations, and limitations; to wit:

1. Legal Description: Charleston, Wasatch County, Utah, Summit Creek Subdivision consisting of Lots 1-6, as filed with Wasatch County. Further defined by the following boundary description: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 300 SOUTH STREET, SAID POINT BEING IS NORTH 23.59 FEET AND SOUTH 89°58'18" EAST 85.06 FEET FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 89°57'25" EAST 580.24 FEET ALONG SAID RIGHT-OF-WAY LINE;
THENCE NORTH 00°24'16" WEST 657.90 FEET;
THENCE NORTH 89°39'49" WEST 383.78 FEET TO A POINT ON THE WEST BANK OF CANAL;
THENCE ALONG THE WEST BANK OF SAID CANAL THE FOLLOWING NINE COURSES:
 - 1) THENCE SOUTH 16°21'34" WEST 49.72 FEET;
 - 2) THENCE SOUTH 18°17'30" WEST 258.31 FEET;
 - 3) THENCE SOUTH 13°31'26" WEST 22.10 FEET;
 - 4) THENCE SOUTH 02°42'00" WEST 28.12 FEET;
 - 5) THENCE SOUTH 05°41'12" EAST 106.82 FEET;
 - 6) THENCE SOUTH 03°59'14" WEST 61.57 FEET;

- 7) THENCE SOUTH 24°09'53" WEST 47.94 FEET;
- 8) THENCE SOUTH 33°16'18" WEST 55.60 FEET;
- 9) THENCE SOUTH 38°06'11" WEST 75.24 FEET TO THE POINT OF BEGINNING.

CONTAINS 6 LOTS
7.11 ACRES OR 309,621 SQUARE FEET, MORE OR LESS

2. Prohibited Uses and Limitations

2.1. Prohibited Uses

2.1.1. The use of this property for Commercial Enterprises is prohibited, except for cottage industry contained within a home that requires no daily drive up customers or daily commercial deliveries.

2.1.2. Feedlots, or other commercial production of animals or crops are not allowed.

2.1.3. Outdoor kennels or dog runs are not allowed.

2.1.4. Outdoor storage of any junk, trash cans, household items, boats, trailers, ATVs or personal vehicles, tools, equipment or building materials is prohibited except as noted below.

2.1.4.1. Construction tools, equipment and materials that are being used for current home construction can only be stored on site during the construction period which begins with a start date when the foundation is dug and ends one year from that start date.

2.1.4.2. Construction tools, equipment and material that are being used for home improvements and repairs can only be stored on site during the construction period as approved by the Covenants and Architectural Control Committee (CACC).

2.1.5. Brush and waste piles are not allowed. When necessary for clearing or cleaning of property all bush piles must be burned or removed within 90 days.

2.2. Limitations

2.2.1. Parking

2.2.1.1. No parking of commercial vehicles.

2.2.1.2. No parking on the private drive (Little Pine Place) except for visitors and guests. All residents must park all vehicles on a drive, parking pad or in a garage.

2.2.1.3. No personal or visitor motor homes or recreation vehicles can be parked on the private drive.

2.2.1.4. Personal motor homes, trailers, recreation vehicles can only be parked on the property if parked on a hard surface designated as an RV pad. Maximum number of allowed RVs and/or trailers parked outside of a garage or outbuilding is two.

2.2.1.5. No cargo vans or commercial size trucks over 10,000 pounds gross vehicle weight can be parked on the property or private drive (Little Pine Place) overnight.

2.2.2. Livestock and farm animals

2.2.2.1. Number permitted: Each acre of area by lot can have up to 210 points of livestock based on the weighted point formula below:

2.2.2.1.1. Large farm animals (cows, steers, horses, etc.) are 60 points; small farm animals (sheep; miniature cattle, ponies and miniature horse breeds) are 35 points; fowl (chickens, ducks, turkeys, etc.) are 20 points. Animals less than 3 months old are not counted in the total. Excess animals must be removed within 3 months of reaching 3 months from birth.

2.2.2.2. Fencing and pens

2.2.2.2.1. All farm animals must be contained and maintained in a perimeter property fence. A paddock, or a corral must provide at least 2000 square feet per large animal, 1000 square feet per small animal and 50 square feet per fowl.

2.2.2.2.2. All pens, paddocks, and corral designs, construction and material must be approved by the Covenant and Architectural Control Committee (CACC) and meet the fence requirements below.

2.2.2.2.3. Location of pens, paddocks, and corrals will be consistent with the fence location specifications contained herein.

2.2.2.2.4. All chickens, fowl and game birds must be kept in a large pen (at least 50 square feet per bird) that keeps the animals from uncontrolled free ranging outside of the pen. Chickens and other fowl cannot be allowed to free range on adjoining properties.

2.2.2.3. Shelter. All farm animals must be provided shelter in a chicken coop, barn or other approved structure appropriate for the size and number of the animals. All such animal structures must be located behind a line that runs parallel to the rear line of the main house and cannot be closer than 100 feet from the home on an adjoining Summit Creek lot or if no house exist no closer than the mandatory lot building set back to an adjoining Summit Creek lot line.

2.2.2.4. Prohibited farm animals

2.2.2.4.1. The following are not allowed: Bulls, boars, stallions, roosters, pigs and peacocks.

2.2.2.4.2. The following are not allowed: All exotic animals such as Emus, Ostrich, etc. All others not specifically named must be approved by the Covenant and Architectural Control Committee.

2.2.3. Household pets

2.2.3.1. Cats and dogs are limited to a total of three per household, not including animals less than 3 months old.

2.2.3.2. Other small domestic pets, household birds, lizards, etc. contained within a house are not limited unless they become a public nuisance to other residents of Summit Creek Subdivision.

2.2.3.3. Dogs. The following dog species and breeds are not allowed: Pit Bulls, Wolf and Wolf Hybrids, and any fighting dog breed.

2.2.3.3.1. All guard dog breeds are prohibited unless approved by the Covenant and Architectural Control Committee.

2.2.3.3.2. All large dog breeds (greater than 20 inches at the shoulder and greater than 40 pounds) must be kept inside a private perimeter or back yard fence and must be on a leash when outside of the fence.

2.2.4. Trash and rubbish: No trash piles or dumps are permitted.

2.2.4.1. Private and commercial trash containers and recycle bins must be kept inside the garage or other out buildings or on the side or rear of the main house or out building and must not be visible from Little Pine Place.

2.2.5. Parking and Outside Storage

2.2.5.1. No abandoned or disabled automobiles, trucks, boats, ATVs, snowmobiles, and other vehicles of any kind can be stored on any portion of the property, except ones that are currently being restored or repaired.

2.2.5.1.1. Any disabled automobiles, trucks, boats, ATVs, snowmobiles, and other vehicles of any kind that is stored for repair must be stored inside the garage or outbuilding that has a door to hide the vehicle from sight.

2.2.5.2. All motor vehicles, boats, ATVs, snowmobiles and equipment of any type, other than cars and pickup trucks, must be stored in a garage, barn or other approved building or on a hard surface designated for storage of vehicles as mentioned in this section.

2.2.5.3. Hard surface storage areas used for storage of boats, ATVs, snowmobiles, RVs or other similar vehicles must be located behind a line that is parallel with the front of the house.

2.2.5.4. Only cars, trucks and other motor driven vehicles that are driven on a regular basis can be parked in the driveway or any other place on the property with a hard parking surface for vehicles.

2.2.5.5. Firewood may be stored outside behind the house, garage, or other building provided it is placed out of view from the road in front of the house.

2.2.5.5.1. Firewood storage is limited to logs that are cut and split if necessary and are ready to be placed in a fire place, stove, or other heat source for home or recreation use.

2.2.5.5.2. Firewood storage is limited to 2 cords of wood per lot owned.

2.2.6. Street and yard lighting

2.2.6.1. Only street and driveway lighting with approved light and poles are permitted.

2.2.6.2. No outside yard or barnyard light poles are permitted. Lighting for an outdoor recreation court is permitted as long as the lighting is directional and does not shine into neighboring homes.

2.2.6.3. House lighting for security is permitted when attached below the roof level.

2.2.6.4. House low level accent lights are permitted when attached to the house or in the ground and do not shine into an adjoining home.

2.2.7. Radio towers and satellite antennas

2.2.7.1. Radio towers, TV towers and short-wave radios towers must be connected to the rear of the home out of view of the street and cannot be higher than the ridge of the roof.

2.2.7.2. Satellite antennas are limited to roof top mounted systems. No free standing or yard mounted antennas are allowed.

2.2.7.3. Future technology that leads to new types of systems will be presented to the Covenant and Architectural Control Committee for consideration as a waiver to this document.

2.2.8. Solar Panels

2.2.8.1. Solar panels are limited to roof top or wall mounted systems. No free-standing solar fields are allowed in the yards, pastures or other clear areas of the property. Solar panels cannot be mounted on the front of any house, including the roof or walls.

2.2.9. All other land use will be consistent with Charleston Town ordinance current as of the filing of this covenants.

3. Building Restrictions and Requirements

3.1. House and dwelling type: Mobile homes, modular homes, concrete, foam concrete homes, log homes, experimental homes, live-in barns, and earthen homes are not permitted.

3.2. House size

3.2.1. The minimum house size is 1800 square feet for a ranch style house, and 2400 square feet for a story and a half house. Square footage does not include any basement, porches, decks, patios, garage or other attached unfinished areas.

3.2.2. The maximum house size is 4800 square feet of living space on the main floor above ground. Square footage does not include any basement, porches, decks, patios, garage or other attached unfinished areas.

3.3. House structure: Only a ranch or a story and a half design is permitted; no full two-story homes are permitted. No full two-story front elevations are permitted.

3.3.1. Basements: Homes with a basement must have a basement with at least 8 feet tall walls and at least 8 feet high ceilings.

3.3.2. Siding must be as follows:

3.3.2.1. Front elevation of the house must be 100% (not including doors, windows and framing for doors and windows) brick, brick veneer, or stone, or a combination brick, brick veneer, stone and stucco (all types). Front elevations cannot be 100% stucco.

3.3.2.1.1. Detached or standalone garages: Front elevations of the garage must be at least 33% brick, stone, stucco or brick veneer, or combination of such. Balance may be a hard siding such as Hardie plank or wood. Side and rear elevations can consist of any combination of these materials.

3.3.2.2. Sides elevations of the house must be at least 50% brick, stone, stucco or brick veneer, or combination of such. Balance may be a hard siding such as Hardie plank or wood.

3.3.2.3. Rear elevations of the house may be brick, stone, stucco or brick veneer, or combination of such or a hard siding such as Hardie plank or wood siding may be used.

3.4. Home location and site plan: Home site plans will be approved by the CACC. Unless otherwise approved, houses must be set back at least 50 feet from the center of the private drive or 25 feet from the edge of the paved hard surface, whichever is greater.

3.5. Garages: It is recommended that entry doors for vehicles must be located to the rear or side of the home for entry. All garages must have doors.

3.6. Roofs: Pitch must be at least 6/12 for the main roof. Shingles must be at least 30-year warranty of an architectural grade, asphalt, clay tile, slate, or better grade shingle. Sheet metal roofing is only allowed for porch and other overhangs to enable snow runoff. The main roof cannot be sheet metal.

3.7. Out buildings

3.7.1. Location. Must not be situated between the private drive and the home; and cannot be closer to the street than the rear edge of the home.

3.7.2. Construction. Out buildings must be constructed with similar appearance to the main house and must have doors. No corrugated metal roofing will be allowed. All out buildings construction material and elevation plans will be approved by the CACC.

3.7.3. Number: No more than three separate out buildings regardless of size.

3.8. Prohibited Structures and Materials. All types of vinyl siding and vinyl windows are prohibited on all homes and on all out buildings.

3.9. Utility installation and service. All gas piping, water lines, cable and electrical wiring, including electric service, phone, satellite and cable TV must be buried. Satellite service will be attached to the home or outbuilding and all wires will be attached to the roof or wall depending on mounting locations.

3.10. Fences: All fences must be approved by the CACC and comply with the following:

3.10.1. Along 3000 South Street: The front property line fence along 3000 South Street, if installed by the developer, must be maintained by each property owner on whose property the fence is located.

3.10.2. Locations: Fencing must set back at least 20 feet from the edge the private drive.

3.10.3. Prohibited Design and Materials. All types of chain link, barbed wire, solid privacy, vinyl, salvaged oil pipe, and railroad ties fencing are prohibited.

3.10.3.1. Approved exceptions include a vinyl rail fence similar to the fence on the East side of the subdivision. All other fence design and material not listed herein must be approved by the CACC.

3.11. Outdoor lighting: All wiring and gas lines must be buried. Above ground yard lights and poles are not permitted except for decorative yard lights and decorative drive way lighting as desired or as installed by the developer.

3.12. Lawns and landscaping.

3.12.1. Each home will have an approved landscaping plan that as a minimum includes:

3.12.1.1. Sod planted or a landscape plan that includes the front and side yard. Front landscape planning area will extend to 50 feet on both sides of the home and to the private drive. Side yards will extend from the point 50 feet on both side of the home, from the street to the farthest rear edge of the home or garage.

3.12.2. All sod and landscaped areas must have a watering system installed.

3.12.3. Private Drive: In the event the developer provides and plants two Northern Red Oak trees for each lot owner for lots 1, 2, 5 and 6, and one tree for lots 3 and 4 on each side of the private drive, it will be the responsibility of each lot owner to maintain and care for these trees. In the event a tree dies, the lot owner must replace the tree with the same species and with a tree similar in size to the tree being replaced.

3.13. Building Plans approval and Construction Time.

3.13.1. Review and Approval: All home plans to include exterior material and color must be reviewed and approved by the CACC before being submitted to the town for building permit approval. Bright colors and pastels on the exterior of the home are not acceptable. The color of front doors is excluded.

3.13.1.1. All additions to the home are to comply will the same building plan approvals.

3.13.2. Construction Time Period: Home construction must be completed within one year from the start date which start date begins when the footers are dug. Out buildings and home additions must be completed within 6 months from start date which start date begins when the first construction material or equipment is placed on the job site.

3.14. Items not specified will be addressed by the Covenants and Architectural Control Committee.

4. Sewage and Private Septic System Requirements:

4.1.1. Sewage system requirements: Each home will have a private waste disposal system designed and installed by a certified contractor and as approved by Wasatch County Health Department.

4.1.1.1. The developer has completed a county required "perc" test for each lot and the record of is on file at the Wasatch County Health Department. All passed successfully as required to support a private system.

4.1.2. Wasatch County Health Department Requirements.

4.1.2.1. Each home built within this subdivision must have, as the onsite wastewater treatment system, the Orenco Advantex Packed Bed Media system in conjunction with Integrated Water Services, ENR Wood Media Upflow Filter, or a system with equivalent performance. Equivalency will be determined in the same manner that original performance was for this system.

4.1.2.1.1. As identified in Wasatch County Health Department Rule, the system must achieve a Total Nitrogen Concentration of 10 mg/ L or less, prior to entering the absorption area. The installed systems shall be sampled, maintained, and operated according to local state and local rule.

5. Utilities and Public Services:

5.1. City Household Water: Home owners or builder must pay for water connection fees to obtain water from municipal services as available. Each lot owner will pay required fees to obtain household water service.

5.1.1. Developer will provide required irrigation water shares as required to connect to city water.

5.2. Irrigation Water: Each lot will have at least one-half share of Charleston irrigation water transferred on sale of the lot.

5.2.1. Limitation on Sale of Irrigation Water Shares: Lot owners must retain at least one-half share of Charleston irrigation water deeded with the lot that cannot be sold separate from the lot and must be transferred with sale of the lot to another buyer.

5.2.2. Irrigation access: Access to irrigation valves must be provided by a gate if fenced by the owner of the lot on which the irrigation right of way is located.

5.2.3. Lots 1, 2 and 3 must provide access to the Lower Charleston Canal for purposes of maintaining the canal. Fence lines running East and West must have gates providing vehicle access to the entire length of the canal. Fence lines running North and South cannot be placed any closer to the canal than the 30 ft. easement as shown on the plat.

5.2.4. Waterline Easement: Any obstacles erected in the waterline easement by the lot owner, or previous lot owners, will be removed at the current lot owner's expense. Absolutely no concrete surfaces, trees or shrubs will be allowed within the pipeline easement. Homeowners will accept responsibility to maintain accessible easement areas and will allow for access through said easement. CUWCD will be maintaining the irrigation pipeline and may access the easement when necessary.

5.3. Electric Service: Each home owner or builder must pay any fees to obtain electric power from the public utility which must be installed below ground to the home.

5.4. Natural Gas Service: Each home owner or builder must pay any fees to obtain natural gas service if desired from the public utility which must be installed below ground to the home.

5.5. Internet Fiber Service: Each home owner or builder must pay any fees to obtain Internet Fiber service if desired from the provider which must be installed below ground to the home.

6. Private Road Easement and Agreements: Whereas the Grantor desires to allow a common private roadway (driveway) in accordance with the Charleston Town Ordinances and a common utility easement from the city-maintained road (3000 S) to each lot in Summit Creek Subdivision, a right of way over the private drive for the purposes of access from 3000 S to each building site is granted.

6.1. Emergency Service Access. All public and municipal emergency services have unlimited access to the subdivision on the private road and on public easements as needed in the performance of service provider responsibilities.

6.2. Municipal Service Access. All public municipal services and utility companies have unlimited access to the subdivision on the private road and on public easements as needed in the performance of service.

6.3. Limited use. Public right of way is only granted for travel from 3000 S along the private drive to the end point as needed to reach each individual drive way.

6.3.1. Further use. Right of way is granted along the private drive with full and free right of way and liberty for each party, their tenants, servants, visitors, and licensees, at all times hereafter, with or without vehicles, for the purposes connected with the use and enjoyment of the above named parcels, for purpose of pass and repass along the private road to and from 3000 S road which adjoins the subdivision; provided that the use of said easement shall not interfere with the reasonable use, by either party, their successors or assigns, of said parcels of land for the purpose of making ingress and egress to and from 3000 S; and further provided that the use of said right of way complies with the Private Driveway agreement below.

6.3.2. Private Drive Use Agreement: It is mutually agreed to by all who use the shared private drive that safety is paramount, that children may ride bicycles on the drive, and that pedestrians, horses and others may be on the roadway at any time. All who use this private road agree to:

6.3.2.1. Be cautious for pedestrians, children, household pets, farm animals and wildlife.

6.3.2.2. Speed is restricted to 20 miles per hour.

6.3.2.3. Loud radios startle animals, inhibit driver safety, and disturb the peace and tranquility of the subdivision; therefore, radio volume will be kept at a minimum on the private drive which means anyone in a yard should not hear a radio from the inside of the car passing on the road or parked in a drive.

6.3.2.4. Cell phone use must be hands-free and no manual texting while driving.

6.3.2.5. No racing, cruising or coursing of ATVs or motorcycles on the private drive or any place within the subdivision.

6.3.2.6. No recreational equipment such as, but not limited to, basketball goals may be left on the private drive over night or permanently placed within 35 feet of the private drive.

6.3.2. Private Drive Maintenance Agreement: As the town of Charleston is not responsible for maintaining the private road, the land owners will be responsible to maintain and upkeep the road for safety and repair; and therefore, the following maintenance is agreed to upon purchasing and transfer of any lot:

6.3.2.1. Construction of the private road bed: The developer will complete the construction of the private road to include engineering, excavating, rock subbase, final grading, drainage, and hard surface to comply with Charleston Town ordinances. The final hard surface installation may be delayed to avoid damage by concrete trucks and other heavy equipment during home construction but will be installed within two years after the first home construction begins.

6.3.2.2. Repair and Maintenance of the Private road: Annually, on the 15th of May (+/- 30 days), the road surface will be inspected by any and all owners. All potholes, damage to edges, and any requirement to seal or repair cracks will be noted and reported to the owner of Lot 4. The owner of Lot 4 will make a written list of items to be repaired and will provide the list to other owners. If at least 2 members of the CACC approve the repairs noted, the owner of Lot 4 will then solicit, receive bids and select a contractor or contractors to make the repairs. If at least 2 members of the CACC do not approve of the bid, then either of the two can seek another bid and present it to the CACC. If another bid is not received within 30 days, then the owner of Lot 4 can award the contract to the original bid as selected. Upon completion of the work, a bill, along with a copy of the original invoice will be

presented to each Lot owner to pay 1/6 of the cost. The lot owners have 30 days to pay the bills.

6.3.2.2.1. Membership on the CACC is limited to lot owners in Summit Creek Subdivision.

6.3.2.2.2. If the owner of Lot 4 does not initiate the annual inspection, then any owner can make the inspection.

6.3.2.2.3. If the owner of Lot 4 does not solicit and receive bids and select a contractor within 60 days after inspection, then any owner can take action to solicit bids and execute the above process to contract for approved repairs.

6.3.2.2.4. With the agreement of at least 3 members of the CACC, the repairs can be delayed, or the owners can agree to complete the repair work themselves.

6.3.2.2.5. Any modifications or improvements to the road, including lighting, landscaping, etc., must be approved by all 6 lot owners.

6.3.2.2.6. Any lot owner who does not pay their 1/6 of the road repair cost within 90 days of receipt of invoice may have a lien filed on their property for the amount due.

6.3.2.3. Snow and ice removal: It is left up to the individual owners to agree on whether or not to hire snow removal.

6.3.2.4. Damage caused by heavy equipment, trash trucks, snow plows, farm equipment or any other unusual use after the final hard surface is installed is the responsibility of the owner who operated or hired the equipment that is the source of damage and that party will be liable for the repairs. Costs to repair damage caused by vehicles servicing all owners of the subdivision such as trash trucks, snow plows etc. will be shared by all owners.

7. Covenants and Architectural Control Committee (CACC):

7.1. Membership: Upon subdivision approval by the Town of Charleston, the owners of record of the subdivision make up the total membership of the CACC and that original committee shall be comprised of the subdivision originators (Blake Howell and Jen Howell). This membership controls 11 votes as committee members. The originators as long as either is living and owning any lot will have 6 votes on the committee.

7.1.1. Upon the sale of any lots, each lot owner(s) can appoint one member to the committee, so the total committee will reach a maximum of 7 members who have voting rights.

7.1.2. The original owner of record (Blake Howell) will chair the committee. When lots are sold then each lot owner(s) can designate a person to be a member of the committee as long as that nominee's name is on the deed. The newly appointed committee member by power of lot sale

and transfer will not have a vote in committee actions until a home is built and occupied on the property.

7.1.3. Membership will pass to the owner of any lot sold to another party who has ownership. When ownership of all lots pass from Blake and Jen Howell, then the committee will be comprised of six members, one from each lot.

7.1.4. The committee by majority vote has authority to rescind, waive, or alter any portion of this document, excepting paragraph 10 below.

7.1.4.1. The full force of the Charleston Town ordinances will be in force along with the covenants and restrictions contained herein and stand alone as legally binding to owners.

7.2. CACC Meetings: Committee will meet as needed (usually on request of a lot owner). At least once annually a meeting will be held, and minutes will be kept on all actions discussed, decisions made and proposed actions. The Committee chairman or appointed representative will schedule and lead each meeting. All actions voted on by the committee require a majority vote for approval. In case of a tie vote, the committee chairman will make the decision to break the tie.

7.3. Requests to the Committee will be in writing and committee response will be in writing.

7.3.1. All approval request must be presented in writing and all approvals not adjudicated within 60 days are considered approved as requested.

7.4. Responsibilities: The CACC shall be responsible for the following actions:

7.4.1. Approval of all building plans, out buildings and exterior improvements, including fences.

7.4.2. Approval of all site plans for any house and all other structures and drives.

7.5. Waivers and Deviations: The committee has authority to rescind, waive, or alter any portion of this document, except sections that are mandatory in accordance with Charleston Town ordinance 02.0600.25 and paragraph 10 below, unless paragraph 10 is deleted by the Town of Charleston.

7.5.1. Waivers and deviations: The CACC has sole authority to grant waivers and deviations to the restrictions listed herein. All requests for deviations will be submitted in writing. All approvals and disapprovals will be made in writing.

8. Common Areas: There are no other common area that require owner agreement or provisions for maintenance.

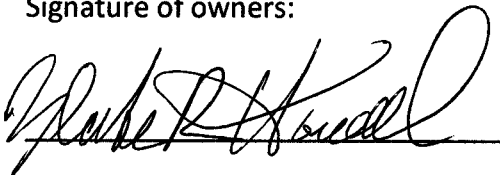
9. Enforcement: An owner of any lot may seek to enforce any portion contained herein. A property owner must be notified of a violation in writing or by filing a public notice. If after 30 days, the owner committing or allowing the violation has not corrected the violation, then legal action may be filed in the county court to enforce correction.

10. Reference to Charleston Town Ordinance 02.0600. 25H: Charleston Town shall have the right, but not the duty, to require, and if necessary, perform, at the Association's expense, landscaping as outlined in section(s) 3.12 – 3.12.2, road maintenance and outlined in sections 6.3.2 – 6.3.2.4, and snow removal as outlined in section 6.3.2.3, within the common areas if the Association fails adequately to perform such. In the event Charleston Town exercises this right, the City shall be entitled to recover any associated costs and attorney fees from the Association. This section, nor the sections mentioned within this section, shall not be amended or deleted without the approval of the Town of Charleston.

11. Recorded as public record: These protective covenants and restrictions are filed with the plat of record at the Wasatch County Court House.

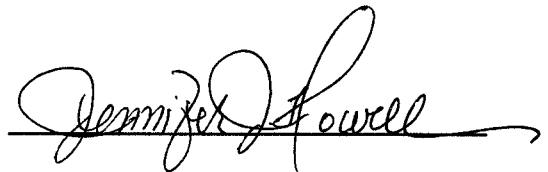
AFFIDAVIT: WE, Blake R. and Jennifer J. Howell, as owners of the above described property which is platted as the Summit Creek Subdivision affirm that the above protective covenants are consistent with the Charleston, Utah town ordinance and apply to the Summit Creek subdivision as approved by the Charleston Town Board on this day 2nd May 2019.

Signature of owners:



Blake R. Howell

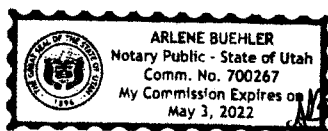
Date: 11 Jun 19



Jennifer J. Howell

Date: 11 Jun 19

Notary Seal or Stamp Below:



Witnessed/Notarized by: Arlene Buehler

Signature: Arlene Buehler

Date: 6-11-19 County: Wasatch State: UT

Commission Expiration Date: May 3, 2022