

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
OF MOUNT JORDAN ESTATES SUBDIVISION NUMBER 1

PART A, PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of South Jordan, Salt Lake County, State of Utah, to-wit:

Lots 1 to 6 inclusive, Mount Jordan Estates 1 according to the plat thereof, as recorded in the office of the County Recorder of said County.

do hereby establish the nature of the use and enjoyment of all lots in said sub-division and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B, RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than three vehicles. A Double Car garages is required. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building set back line unless similarly approved.

3. Dwelling Cost Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$ 65,000,000 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

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27 NOVEMBER 91 04:13 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
REC BY: REBECCA GRAY, DEPUTY

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BK 6381 PG 2597

Lots 1 through 6, 1200 sq. feet main floor for a rambler. A two story, 1200 sq feet main floor, 800 sq. feet upper floor. These are absolute minimum requirements.

The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet. Two story homes shall be permitted if the main floor, living area is a least 1200 square feet and at least 800 square feet on the upper level.

4. Building Locations.

(a) No building shall be located on any lot nearer than 30 feet to any public street.

(b) No dwelling shall be located nearer than 10 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line, so long as such buildings do not encroach upon any easements.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 14000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances.

A. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purpose. No automobiles, trailers, boats,

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or other vehicles are to be stored on streets or front or side lots, unless they are in running condition, properly licensed and are being regularly used.

B. Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained, or permitted on any place within the limits of said subdivision, excepting only a reasonable number of common household pets. Pets shall at all times be under proper control and supervision of their owners.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard or side yard portion of any lot except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Trailers, trucks campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages.

D. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot. All television antennas must be placed inside the residential structures. TV Satellite dishes may be approved.

E. Construction Debris. All lot owners shall properly maintain their lots during the construction period so as to insure that no "spoils" from construction or any other debris are permitted to locate on any adjoining lot or any public right-of-way. Lot owners shall take whatever action is necessary to prevent run-off and resultant erosion of adjoining public or private property. Lot owners agree that the undersigned or the Architectural and Structural Control Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property resulting from activities of a lot owner, his builder or any other person employed or otherwise controlled by owner and record a mechanic's lien against the owner's property to secure the repayment of all sums expended by said Committee or the undersigned to cleaning up and removing said "spoils" and debris from adjoining public or private property if same is not voluntarily cleaned up and removed by owner within 48 hours of written notice from the undersigned or said Committee identifying the required clean up and removal work.

F. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

G. Repair of Buildings. No improvement upon any property within the subject development shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporary or permanently. No Mobile Homes are permitted.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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 purpose and are restricted to the owner's premises or on leash under handler's control.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

12. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

maintained, or permitted upon any lot.

14. Landscaping. Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. No trees of any type will be permitted in the front 10 feet of any lot. All yards adjoining streets must be planted and/or landscaped within six months from home being occupied. However, a cash bond of \$2,000.00 for a standard lot or \$2,500.00 for a corner lot may be posted with the Architectural Control Committee for up to 120 days in lieu of landscaping because of weather conditions.

15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

16. Access from Collector and Arterial Street. Lots shall be designed in a manner to allow driveways to be designed and arranged so as to avoid requiring vehicles to back into traffic on collector and arterial street. This must be accomplished with either a Hammerhead or Circular Driveway or something similar

PART C. ARCHITECTURAL CONTROL COMMITTEE

Membership. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of R Brian De Haan, Greg C De Haan, Derald Smith.

1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to

and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove with 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of the City of South Jordan, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

4. Easement. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

MEMBERSHIP AND VOTING RIGHTS

1. Every lot shall be subject to assessment and every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, such persons shall designate one person as the Member for purposes of the Association. The vote for such Lot shall be exercised as all such persons may determine, but in no event shall more than one vote be cast by the Member with respect to any Lot, except, when only a majority vote is required but a "tie" vote is cast with all Members participating, the President of the Association shall exercise one additional vote in order to break the "tie".

Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or

(b) On January 1, 1992.

COVENANT FOR MAINTENANCE ASSESSMENTS OF IRRIGATION SYSTEM

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, annual assessments or charges for maintenance and improvement of the pressurized irrigation system which services the Project and each Lot, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association, shall be a charge on the land and shall be a continuing lien upon each lot until paid. Each such assessment, together with interest, costs and reasonable

attorney's fees, shall also be the personal obligation of the person who was the Owner of each Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but nonetheless shall continue as a lien on each Lot until paid.

2. Purpose Of Assessments. The Assessments levied by the Association shall be used exclusively to operate, repair, maintain and service the pressurized irrigation system that services the Lots in the Project.

3. Notice and Quorum for Any Association Action. Any officer of the Association, the Declarant, or any five (5) members, may call a meeting of the Association. Written notice of any meeting of the Association, whether annual or special, shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At any such meeting, the presence of members or of proxies entitled to cast fifty percent (50%) of the total votes from both classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. A majority vote of those in attendance at a meeting at which a quorum is present shall be sufficient to approve any matter coming before the meeting.

4. Equal Assessments. Annual Assessments must be fixed in equal shares for all Lots and shall be collected on an annual basis. Declarant also shall pay the same, equal share for each Lot Declarant owns.

5. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall be made on a calendar year basis, with the first annual assessment to be adjusted according to the number of months remaining in the calendar year. The officers of the Association shall estimate the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date for payment shall be established by the officers of the Association. At the time the actual expenses for a calendar year are known to the officers, they shall distribute a written report of such actual expenses to each Owner at the time of the next annual assessment, and adjustments for actual expenses shall be taken into account in making the next estimated, annual assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as Page Nine

to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

6. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for assessments provided for herein by non-use of the irrigation system or abandonment of his Lot.

7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, however, shall extinguish the lien of such assessments as to payments which become due prior to such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

OFFICERS OF THE ASSOCIATION

1. Officers. The affairs of the Association shall be managed by a President, Vice-President and Secretary Treasurer. The offices of secretary and treasurer shall be held by the same person. No person shall simultaneously hold more than one of any of the other offices. An officer must be an Owner or an employee of Declarant.

2. Term. Each officer shall be elected by a majority vote of a quorum of members at a duly held meeting of the Association for a term of one year or until their successors shall be duly elected at a properly held meeting of the members of the Association.

3. Removal. Any officer may be removed with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of an Officer, his successor shall be selected by the remaining Officers and shall serve for the unexpired term of his predecessor.

4. Compensation. No Officer shall receive compensation for any services he may render to the Association. Any Officer, however, may be reimbursed for his actual expenses incurred in the performance of his duties.

5. Powers. The officers, acting as a board with at least two officers voting affirmatively, shall have power

(a) To adopt and publish rules and regulations governing the use and maintenance of the irrigation system, and to establish penalties for any infraction thereof,

(b) To suspend the voting rights and right to use of the irrigation system of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction, of published rules and regulations.

(c) to exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of this Declaration.

(d) to employ a Manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

6. Duties. Acting as a board with a least two Officers voting affirmatively, it shall be the duty of the Officers:

(a) To cause to be kept a complete record of all their actions and to present a statement thereof to the Members at an annual meeting of the Members;

(b) To supervise all Officers, managers, agents and employees of the Association, and to assure that their duties are properly performed;

(c) As more fully provided herein, to: (i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; (ii) send written notice of any assessment to every Owner subject thereto at least thirty (30) days in advance of the annual assessment period; and (iii) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date and/or to bring an action at law against the Owner personally obligated to pay the same;

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(d) to issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates.

If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of payment;

(e) to procure and maintain adequate liability and hazard insurance on the irrigation system, if so requested by a majority of Members present at a duly called Association meeting at which a quorum is present;

(f) to cause all Officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) to cause the necessary maintenance and improvement of the irrigation system.

7. Duties: Additional duties of the Officers are as follows:

(a) The President shall (i) preside at all meetings of the Officers acting as a board, (ii) See that orders and resolutions of the board are carried out, and (iii) Sign all written instruments and shall co-sign all checks.

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act.

(c) The Secretary shall (i) Record the votes and keep the minutes of all meetings and proceedings of the Association's Members and Officers, (ii) Serve notice of meetings of the Members, and (iii) Keep appropriate current records showing the Members of the Association together with their addresses.

(d) The Treasurer shall (i) receive and deposit in appropriate bank accounts the monies of the Association and shall disburse funds as directed by a resolution of at least two Associates, together with one other officer, (ii) keep proper books of account, and (iv) prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, 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.

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2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Members, which vote shall be taken at a duly called meeting of the Association. Any amendment approved shall be reduced to writing, signed by two Officers, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 27 Day of November 1991 .

DECLARANT:

R. BRIAN DeHAAN, GREG C. DeHAAN and DERALD SMITH, a partnership

BY: R Brian De Haan
R. BRIAN DeHAAN, partner

Phillip E Harris
PHILLIP E. HARRIS

Sandra L Harris
SANDRA L. HARRIS

Christine P. Orgill
CHRISTINE P. ORGILL

TATEOKA FARMS PARTNERSHIP

BY: Matt Tateoka
MATT M. TATEOKA, general partner

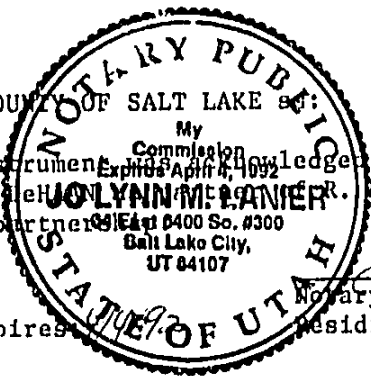
Trustee: BACKMAN-STEWART TITLE SERVICES LTD. by and thru its general partner Backman Title Company of Utah

BY: Canyon Anderson
CANYON ANDERSON, President

BK 6381 PG 2607

STATE OF UTAH, COUNTY OF SALT LAKE ss:

The foregoing instrument was acknowledged before me this 6 day of November, 1991 by R. BRIAN DEHAAN, GREG C. DeHAAN and DERALD SMITH, a partner



My Commission Expires: 4-4-92

Jolynn M. Lanier
Notary Public
Residing In: Davis County, Utah

STATE OF UTAH, COUNTY OF SALT LAKE ss:

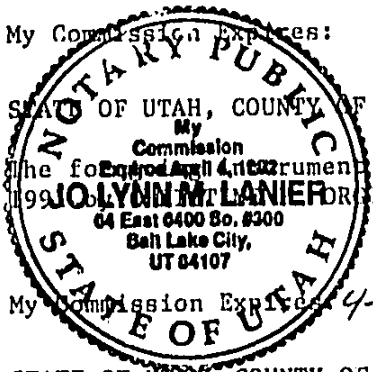
The foregoing instrument was acknowledged before me this 25 day of November, 1991 by PHILLIP E. HARRIS and SANDRA L. HARRIS.

My Commission Expires: 4/15/94

Carol M. Johnson
Notary Public
Residing In: Salt Lake City, Utah

STATE OF UTAH, COUNTY OF SALT LAKE ss:

The foregoing instrument was acknowledged before me this 26 day of November, 1991 by JOLYNN M. LANIER.



My Commission Expires: 4-4-92

Jolynn M. Lanier
Notary Public
Residing In: Davis County, Utah

STATE OF UTAH, COUNTY OF SALT LAKE ss:

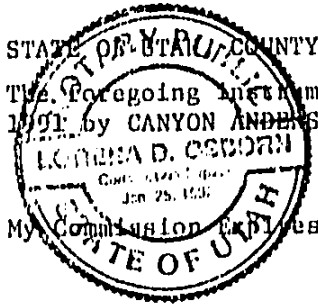
The foregoing instrument was acknowledged before me this 25 day of November, 1991 by MATT M. TATEOKA, as general partner of TATEOKA FARMS PARTNERSHIP.

My Commission Expires: 4/15/94

Carol M. Johnson
Notary Public
Residing In: Salt Lake City, Utah

STATE OF UTAH, COUNTY OF SALT LAKE ss:

The foregoing instrument was acknowledged before me this 24 day of November, 1991 by CANYON ANDERSON as President of Backman Title Company of Utah, Trustee.



My Commission Expires: 1/25/92

Katha D. Cedorn
Notary Public
Residing In: Salt Lake City