

After recordation, return to:

Sunridge Development Corp.
1675 North Freedom Boulevard
Provo, UT 84604

ENT 51700 BK 3210 PG 33
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RECORDED FOR SUNRIDGE DEVELOPMENT CORP

**MASTER DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS, RESERVATIONS AND RESTRICTIONS**

THIS MASTER DECLARATION (the "Declaration") is made this 2 day of August, 1993, by SUNRIDGE DEVELOPMENT CORP., a Utah corporation ("Declarant").

RECITALS

A. Declarant is the owner of certain real property (the "Property") located in the City of Provo, Utah County, Utah, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

B. Declarant intends to create within and upon the Property a residential complex containing several different and distinct subdivisions (the "Subdivisions") or multi-residential building sites (the "Sites"). Each Subdivision or Site will be distinguished by its location, and may be further distinguished by lot sizes, types of residences permitted, or other differences. By this Declaration, Declarant desires to establish master covenants, conditions and restrictions upon the entire Property which will constitute a general plan for the improvement, development, and management of the Property, and for the use, occupancy and enjoyment thereof by those who acquire ownership therein, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and enhancing the quality of the residential environment within the Property.

C. Declarant intends to develop or allow the development of different areas within the Property as Subdivisions and Sites to which different easements or restrictions may apply. Accordingly, each Subdivision or Site on the Property, in addition to being subject to this Declaration, may also be subject to one or more supplementary declarations setting forth covenants, conditions and restrictions which may be unique to that particular Subdivision or Site.

D. Declarant will hereafter hold and convey title to all of the Property subject to the covenants, conditions, easements, reservations and restrictions hereinafter set forth in this Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of its interests in the Property, as the same may from time to time appear, shall be held and conveyed subject to the following covenants, conditions, easements, reservations and restrictions which are hereby declared to be for the benefit of said interests in the Property and the owners of said interests, their successors and assigns. All of said covenants, conditions, easements, reservations and restrictions shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter owning any interests in the Property.

DEFINITIONS

When used in this Declaration (including that portion hereof captioned "Recitals") each of the following terms shall have the meaning indicated:

1.1 Improvements shall mean and refer to any buildings, structures, residences, landscaping and lawns, exterior walkways, parking areas, drives, fences, utility, water and sewer lines, lighting, excavations, grading, berms, drainage facilities, and all other structures or objects of any kind installed or constructed on the Property.

1.2 Lot shall mean and refer to any lot or parcel of land shown on any recorded final subdivision plat or site plan filed by Declarant or by any successor or assign of Declarant to the extent such lots or parcels are part of the Property, excluding, nevertheless, dedicated public streets and rights of way and common areas or facilities pertaining to any Subdivision or Site developed as part of the Property.

1.3 Owner shall mean and refer to any one or more persons or entities who are, alone or collectively, the record owner of a fee simple title to a Lot or Site, including Declarant, and the vendee under an installment sales contract pertaining to a Lot or Site, but such definition shall exclude those having any such interests merely as security for the performance of an obligation.

1.4 Property shall mean and refer to all that real property situated in the City of Provo, Utah County, Utah, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

1.5 Site shall mean and refer to any multi-residential building area for which a site plan, as distinguished from a subdivision plat, is filed.

1.6 Subdivision shall mean and refer to each distinctive portion of the Property with regard to which a separate recorded final subdivision plat may be filed or in which multiple subdivision plats may be filed as integral parts of an expandable Subdivision.

1.7 City shall mean the municipality of Provo, Utah.

ARTICLE II

USE RESTRICTIONS

2.1 Residential Uses. The Property is restricted to residential uses within the limits of the zoning ordinances of the City as the same are from time to time amended. Declarant, its successors or assigns, may seek project approval for Subdivisions or Sites which are consistent with said residential zoning ordinances and which are approved by the appropriate governmental agencies of the City.

2.2 General Restrictions and Prohibited Uses. The following uses or activities on the Property are restricted or prohibited:

- (a) No noxious or offensive activity shall be carried on on any Lot, Site, Improvement or other portion of the Property.

(b) No hazardous activity shall be conducted on any Lot, Site, Improvement or other portion of the Property and no Improvements shall be constructed thereon which are or might be unsafe or hazardous to any person or property.

(c) No unsightliness shall be permitted upon any Lot, Site, Improvement or other portion of the Property (other than temporary conditions associated with construction of Improvements). Without limiting the generality of the foregoing, (i) any unsightly structures, facilities, objects, or conditions shall be enclosed or appropriately screened from view; (ii) no vehicle, boat or equipment shall be constructed, reconstructed, repaired, or abandoned upon any street within the Property; and (iii) all refuse, garbage, and trash shall be placed and kept at all times in covered containers and such containers appropriately screened from view, except as otherwise required for periodic collection and disposal.

2.3 Obligation to Maintain. Each Owner shall have the affirmative obligation to maintain his Lot or Site and the Improvements on his Lot or Site in clean, safe, attractive, and slightly condition and in good repair.

2.4 Construction. All construction of Improvements on the Property, and any reconstruction or alteration thereof, shall be of good workmanship and shall use materials of good quality, and shall be done in accordance with the permits and ordinances of the City.

2.5 Landscaping. Each Lot or Site shall be attractively landscaped, and each Owner shall maintain the landscaping on his Lot or Site in good and attractive condition, observing all City ordinances regarding trees and landscaping.

2.6 Architectural Control Committees. The supplemental declaration for each Subdivision within the Property shall provide for an architectural control committee to ensure that all Improvements constructed within that Subdivision are generally mutually compatible and harmonious.

ARTICLE III

DEVELOPMENT OF PROPERTY

3.1 Declarant's Rights. Until Declarant has fully developed the Property through the creation of Subdivisions or Sites and whether or not Declarant shall have conveyed or otherwise disposed of all of the Property or any such Subdivisions, Sites or Lots or any Improvements constructed thereon, no Owner shall interfere with Declarant's development of the Property and Declarant may make such use of the Property or any remaining portions thereof as may facilitate Declarant's completion of development.

3.2 Integration and Continuity. Declarant shall correlate the supplementary declarations of Subdivisions not developed by it such that the developer of any such Subdivisions will be aware of and provide for the integration and continuity of development from Subdivision to Subdivision consistent with the overall Concept Plan Approval for development of the Property granted to Declarant by the City. Declarant shall, in addition, supply recorded copies of this Declaration to all of its successors in interest to the Property or any portion thereof.

ARTICLE IV

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GENERAL PROVISIONS

4.1 Enforcement of Declaration. In the event any Owner shall fail to perform the obligations imposed upon such Owner herein, any other Owner of an interest in the Property shall be entitled to specific enforcement of the provisions of this Declaration.

4.2 Term. The provisions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by each Owner, his legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of five (5) years each, unless an instrument signed by Owners owning at least seventy percent (70%) of the Property (based on square footage owned) has been recorded at least one (1) year prior to the end of such period or extended period, agreeing to terminate said provisions.

4.3 Governing Law and Interpretation. This Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Utah. If any provision of this Declaration or the application thereof to any party or person or to any particular circumstances shall be held to be invalid, void or illegal, the remaining provisions hereof and the application of such provisions to any party, person or to any circumstances other than to those to which it is held to be invalid, void or illegal shall, nevertheless, remain in full force and effect. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural and the plural the singular. The use of any gender shall include all other genders.

4.4 No Amendment Without Consent. This Declaration may be amended or modified only with the consent of Owners owning at least seventy percent (70%) of the Property (based on square footage owned). In addition, so long as Declarant owns any portion of the Property, this Declaration may not be amended or modified without the written consent of Declarant.

4.5 Effective Date. This Declaration shall take effect upon the recording thereof in the office of the County Recorder of Utah County, Utah.

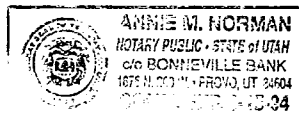
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

SUNRIDGE DEVELOPMENT CORP.

By Stephen G. Stewart
Stephen G. Stewart, President

STATE OF UTAH)
: ss
COUNTY OF UTAH)

On this 2 day of August, 1993, personally appeared before me, Stephen G. Stewart, who, being by me duly sworn, did say that he is the President of SUNRIDGE DEVELOPMENT CORP., a Utah corporation, that said instrument was signed by him in behalf of said corporation pursuant to authority; and that said corporation executed the same.



Annie M. Norman
NOTARY PUBLIC

THORN PROPERTY DESCRIPTION

Beginning at the south quarter corner of Section 8, Township 7 South, Range 3 East, Salt Lake Base Meridian; thence North $89^{\circ}03'02''$ East 409.86 feet along the section line; thence South $6^{\circ}56'58''$ East 297.00 feet; thence South $16^{\circ}56'58''$ East 689.88 feet; thence South $89^{\circ}03'02''$ West 596.22 feet; thence North $32^{\circ}35'58''$ West 1126.03 feet to the southwest corner of vacated Plat "B", Cinnamon Hills Subdivision; thence North $29^{\circ}03'49''$ West 628.00 feet along the west line of said subdivision, along the east line of Nevada Avenue; thence North $45^{\circ}01'49''$ West 400.59 feet along said line; thence northerly 122.34 feet along the arc of a curve concave to the east, having a radius of 1981.85 feet, through an angle of $3^{\circ}32'13''$, and whose chord bears North $37^{\circ}57'56''$ West 122.32 feet, along said line; thence North $53^{\circ}48'04''$ East 206.78 feet along the north line of said subdivision; thence North $69^{\circ}31'40''$ East 136.96 feet along said line; thence North $8^{\circ}27'51''$ West 169.85 feet along said line; thence North $21^{\circ}28'08''$ West 342.85 feet along the west line of said subdivision and the east line of Plat "A", Cinnamon Hills Subdivision; thence North $3^{\circ}34'31''$ West 175.47 feet along the east line of said subdivision; thence, from a tangent that bears South $86^{\circ}25'29''$ West, westerly 41.29 feet along the arc of a curve concave to the north, having a radius of 300.00 feet, through an angle of $7^{\circ}53'06''$, and whose chord bears North $89^{\circ}37'58''$ West 41.25 feet along the north line of said subdivision to the southeast corner of Plat "A", Sunset Ridge Estates Subdivision; thence northerly along the east line of said subdivision, the following three (3) courses:

- (1) North $4^{\circ}18'33''$ East 142.08 feet;

(2) South 85°58'31" West 2.60 feet; and

(3) North 3°36'58" West 345.43 feet;

thence South 78°42'00" East 34.17 feet along the easterly prolongation of the south line of 800 South Street; thence North 17°14'50" East 156.83 feet to the southeast corner of Hillsdale Heights Subdivision, Plat "B"; thence North 2°37'02" East 145.60 feet along the east line of said subdivision; thence North 13°42'46" East 86.63 feet along said east line; thence South 89°10'46" East 676.92 feet; thence North 0°48'49" West 130.00 feet; thence South 89°10'46" East 160.00 feet; thence South 0°48'49" East 195.00 feet; thence South 89°10'46" East 160.00 feet; thence South 0°48'49" East 2531.68 feet along the quarter-section line to the point of beginning.

EXCEPTING therefrom, the lands of Provo City, described in that Warranty Deed recorded in Book 1236 of Official Records of Utah County, at Page 25, and described as follows:

Commencing at a point SOUTH 168.72 feet and EAST 1926.30 feet from the west quarter of Section 8, Township 7 South, Range 3 East, Salt Lake Base Meridian; thence EAST 50 feet; thence SOUTH 100 feet, more or less, to a road right-of-way; thence WEST 50 feet along road right-of-way; thence NORTH 100 feet, more or less, to the point of beginning.

Containing 74.975 acres.

Description created and compiled from existing recorded documents and actual field measurements.