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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: REBECCA GRAY , DEPUTY

WHEN RECORDED RETURN TO:

Cary D. Jones, Esq.
SNELL & WILMER
Eagle Gate Plaza
60 East South Temple, Suite 800
Salt Lake City, Utah 84111-1004

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions is entered into as of October 15, 1992, by and among the persons executing this Declaration on the signature page below and identified thereon as the "Declarant" ("Declarant"), the other undersigned owners of certain real property to be included in the Moyle Park Subdivision (respectively, the "Other Lot Owners"), and PATRICIA H. FALK, the owner of real property adjacent to the Moyle Park Subdivision (the "Adjacent Property Owner").

WITNESSETH:

WHEREAS, Declarant and the Other Lot Owners are the owners of the property situated in Salt Lake County, Utah, and described on Exhibit "A" attached hereto (the "Property" or the "Subdivision"); and

WHEREAS, the Adjacent Property Owner is the owner of the property north of the Property, and described on Exhibit "B" attached hereto (the "Adjacent Property"); and

WHEREAS, Declarant and the Other Lot Owners desire to establish a general plan for the improvement and development of the Property as an attractive, exclusive residential development for the purpose of enhancing and protecting the desirability and attractiveness of the Property and the quality of life within the Property, and, in furtherance of that plan, to subject the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth; and

WHEREAS, the Adjacent Property Owner desires to share in the payment of the maintenance expenses, taxes and assessments for the road, utilities and certain other infrastructure to be located on the Property because such improvements will benefit the Adjacent Property; and

WHEREAS, Declarant and the Other Lot Owners desire and intend to hold, own and convey the Property, subject to the covenants, conditions and restrictions set forth herein, and the Adjacent Property Owner desires and intends to hold, own and convey the Adjacent Property subject to the restrictions and provisions regarding assessments set forth herein.

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NOW, THEREFORE, in consideration of the premises, Declarant, the Other Lot Owners, and the Adjacent Property Owner hereby submit the Property and the Adjacent Property to the provisions of this Declaration and declare, covenant and agree that the Property and the Adjacent Property and each part thereof shall be held, encumbered, occupied, built on and otherwise used, improved, maintained, leased, sold, occupied and otherwise transferred subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges, which shall (i) attach to and run with the land, (ii) be binding on the Property and the Adjacent Property and all owners, lessees and other parties having, acquiring or otherwise at any time possessing any right, title or interest in or to the Property or the Adjacent Property or any part thereof, or the right to use or occupy the Property or the Adjacent Property or any part thereof, (iii) inure to the benefit of said owners, lessees and other parties, (iv) be for the purpose of establishing a general plan for the improvement and development of the Property as an attractive and exclusive residential development, and (v) be binding on the Adjacent Property Owner and all owners, lessees and other parties having, acquiring or otherwise at any time possessing any right, title or interest in or to the Adjacent Property to provide for the sharing in the maintenance expenses, taxes and assessments for the road, utilities and certain other infrastructure to be created on the Property because such improvements will benefit the Adjacent Property.

ARTICLE I

Definitions

In addition to the terms defined elsewhere herein, the following terms are defined for purposes of this Declaration:

1.1. Architectural Control Committee means the committee established pursuant to Article VII hereof.

1.2. Association means the Moyle Park Homeowners' Association.

1.3. Building Envelope means those areas designated on the Plat as the building envelope for each Lot.

1.4. Declaration means this Declaration of Covenants, Conditions and Restrictions.

1.5. Landscape Easement means those areas designated on the Plat as the Homeowners' Association Easement in which the Association has retained an easement to approve and control landscaping for the benefit of all Lot Owners.

1.6. Landscape Envelope means those areas designated on the Plat as the landscape envelope for each Lot.

1.7. Living Unit means a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.8. Lot means any one of the separately numbered and individually described lots described on the Plat (i) which is intended to be owned individually, rather than by the Association, and (ii) which is intended to be used as the site of a single Living Unit.

1.9. Lot Owner means the person(s) who is/are the owner(s) of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or similar instrument, the term Lot Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.10. Management Committee means the duly elected members of the Management Committee of the Association, which is organized and empowered as described in Article II hereof.

1.11. Member means every person who holds a membership in the Association.

1.12. Mortgage means any mortgage or deed of trust, or similar security instrument creating a security interest in real property.

1.13. Mortgagee means any person named as a mortgagee of a mortgage, beneficiary of a deed of trust, or secured party in connection with a security interest described in Section 1.12 hereof.

1.14. Plat means the Plat for the Property recorded on October 28, 1992, as Entry No. 5360879, Book 92-10, Page 217, Official Records of the Salt Lake County, Utah, Recorder.

1.15. Private Streets means all of the undedicated roads and streets within the Subdivision as designated upon the Plat, which shall be owned by Declarant and over which Declarant grants an easement for ingress and egress for pedestrian and vehicular traffic and for utilities for the use, in common, of the Adjoining Property Owner and Lot Owners and their respective guests and invitees, subject to the limitations and reservations set forth herein.

1.16. Visible from Neighboring Property means (i) an object that is or would be visible from neighboring Lots to any person six feet tall, who is standing at natural grade level on any part of such neighboring Lot; or (ii) an object that Declarant or the Management Committee otherwise reasonably determines, in their sole discretion, is located within 500 feet of any neighboring Lot and is, in substantial part, more than six feet higher than the base of that object, and should be deemed to be "Visible From Neighboring Property" for the purposes set forth herein.

ARTICLE II

Membership and Voting Rights Management Committee

2.1. Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot which the Lot Owner owns, and shall not be separated from the Lot to which it pertains. The Adjoining Property Owner and her successors in title shall not be Members.

2.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Lot Owners other than the Declarant until the Class B membership ceases. A Class A Member shall be entitled to one vote for each Lot he owns. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each Lot it owns. The Class B membership shall automatically cease and be converted to a Class A membership when the total votes held by all Class A Members equals six.

2.3. Multiple Ownership Interests. In the event there is more than one Lot Owner of a particular Lot, the vote relating to such Lot shall be exercised as the Lot Owners of such Lot may determine among themselves. A vote cast at any Association meeting by any of such Lot Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another owner of the same Lot. In the event such an objection is made, until the objection is resolved by the Lot Owners of such Lot, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.4. Record of Ownership. Every Lot Owner shall promptly cause to be duly filed of record the document evidencing the conveyance to him of his Lot (or in the case of a contract buyer, a copy of the sales contract). Each Lot Owner shall file a copy of such conveyance document (or contract) with the Management Committee with a transfer fee of \$25.00.

2.5. Management Committee.

(a) Organization. The Management Committee is hereby established as the agent of the Association and the Lot Owners to perform the duties of the Management Committee described in this Declaration. The Management Committee shall be comprised of three members. The members of the Management Committee need not be Lot Owners. The initial members of the Management Committee who shall serve until their successors are duly elected and qualified, shall be William Browning, Gary Evershed and Dorothy Ann Moyle Palmer.

(b) Election of Management Committee: Meetings. The initial members of the Management Committee shall continue to serve until their successors are elected and qualified at any meeting of the Members duly called and held. Notices of the meetings of the Members shall be given, in writing, to each Lot Owner at least twenty and not more than sixty days prior to the date of the meeting. Notice shall be delivered personally or mailed to each Lot Owner at his last known address. No notice shall be required if all Lot Owners waive notice. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent of all outstanding votes for each Class of Members shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five days following the immediately preceding meeting. The vote of a majority of the Class A Members present at such a meeting, plus the assenting vote of the Class B Member (until the total votes held by all Class A members equals six), shall constitute the action of the Members. The Members may, at their option, take any action by unanimous written consent which they could have taken at any duly called meeting of the Members.

(c) Action By The Management Committee. The decision of a majority of the Management Committee on any matter shall be deemed the decision of the Management Committee. In the event of the death or resignation of any member of the Management Committee, the remaining members of the Management Committee shall be authorized to name a replacement for such member, and said replacement shall continue to serve as a member of the Management Committee until his successor shall have been duly elected and qualified by the Members.

ARTICLE III

Property Rights in Private Streets

3.1. Easement Over Private Streets. Lot Owners and the Adjoining Lot Owner shall have a non-exclusive right and easement of use of the Private Streets for purposes of ingress to and egress from the Adjoining Property and all Lots in the Subdivision, and for connection to all utilities situated in the Private Streets. Such right and easement shall be appurtenant to and shall pass with title to the Adjoining Property and each of the Lots and in no event shall be separated therefrom. The Adjoining Property Owner and Lot Owners may delegate the foregoing right and easement of use to any family member, tenant, lessee or contract purchaser who resides on the Adjoining Property or the Property, as the case may be.

3.2. Limit On Scope of Easement. The rights and easements of use granted in Section 3.1 hereof are strictly limited to benefit the Lots within the Property, the Adjoining Property and any future subdivided lots within the Adjoining Property. Said rights and easements (including, without limitation, the right to connect to utilities situated in the Private Streets) shall be non-exclusive, but shall not be extended to benefit any other property without the prior written consent of Declarant, and any attempt to extend the scope of said rights and easements of use without Declarant's prior written consent shall be void and of no force or effect.

Notwithstanding any provision of this Declaration to the contrary (i) Declarant may, at its option, grant other easements on, over, across and through the Private Streets for ingress and egress for pedestrian and vehicular traffic and for utilities without the consent of the Lot Owners or the Adjoining Lot Owner, and (ii) the Declarant may grant the Association, with the consent of a majority of the Lot Owners, an easement to construct, locate and maintain a gate at one location to be approved by Declarant across the Private Streets.

3.3. Transfer of Title. Declarant may, at its option, convey to the Association title to the Private Streets and all duties and responsibilities in connection therewith, and upon such conveyance the Association agrees to accept title thereto, and Declarant shall thereupon be relieved and released from any and all further duties and responsibilities hereunder.

3.4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Private Streets shall be further subject to the following:

(i) The right of the Management Committee to approve and designate the point of access from a Lot to the Private Streets in accordance with the requirements of Article VII hereof.

(ii) The right of Salt Lake County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any Private Streets for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service, provided such access is limited to providing services that benefit the Property and Adjoining Property; and

(iii) The right of the Association to dedicate or transfer all or any part of the utilities situated in the Private Streets, including any sewer, water and storm drain trunk lines, to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association and the Declarant. Any such dedication or transfer must, however, be approved by Declarant and by two-thirds of the vote of each class of the Members present in person or by proxy at a meeting duly called for that purpose.

ARTICLE IV

Assessments

4.1. Personal Obligation and Lien. Each Lot Owner, and the Adjoining Property Owner, by owning and acquiring any interest in any Lot, or the Adjoining Property, respectively, shall be deemed to agree to pay to the Association the periodic and special assessments described in this Article. Said assessments shall be a charge on and shall be a continuing lien upon the Lot and Adjoining Property as the case may be, against which each such assessment is made or cost relates. Each assessment shall be the personal obligation of the person who is the Lot Owner of the Lot or the Adjoining Property Owner, as the case may be, at the time the assessment is delinquent or the cost is incurred, but such personal obligation shall not be deemed to limit or discharge the lien upon the land, which shall run with and attach to

the land and be a burden thereon. As used herein, said assessment shall include costs (including, but not limited to, reasonable attorneys' fees) of enforcing the provisions of this Declaration and of collection of assessments and costs referred to herein, together with interest on such assessments and costs from the date due until paid at the rate of eighteen percent (18%) per annum or five percent per annum greater than the prime rate of interest quoted on the first business day of the then current calendar year by First Security Bank of Utah, N.A., or its successor, whichever is greater. If a Lot or the Adjoining Property, as the case may be, is owned jointly, whether by joint tenancy or tenancy in common, all joint tenants or tenants in common shall be jointly and severally liable for such assessments and costs. The Adjoining Property Owner and any successor in title to the Adjoining Property or any portion thereof shall pay, in the aggregate, one-fourth of the costs incurred by the Association in maintaining, repairing, and performing snow removal on the Private Streets, maintaining or repairing any utilities underneath the Private Streets, and for payment of all insurance, real property taxes and assessments with respect to the Private Streets (collectively the "Private Street Assessments"). The Lot Owners shall pay the balance of the Private Street Assessments. The respective shares of the Private Street Assessments shall be a lien upon the Lots and the Adjoining Property in the same manner as the assessments described elsewhere in this Declaration. Each Lot Owner and the Adjoining Property Owner shall, by acquiring or in any way becoming vested with his interest in a Lot or in the Adjoining Property, respectively, be deemed to covenant and agree to pay to the Association the periodic and special assessments described in this Article. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the property with respect to which such assessment is made; and (ii) the personal obligation of the person who is the owner of such property at the time the assessment falls due. The Lot Owner and Adjoining Property Owner may not exempt themselves or their property from liability for payment of assessments by waiver of their rights concerning the Private Streets or by abandonment of their property. In a voluntary conveyance of a Lot or the Adjoining Property, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the land at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

4.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, and maintaining, insuring and repairing the Private Streets and performing the Association's other duties hereunder, and may be levied on a monthly, quarterly or other periodic basis as determined by the Management Committee. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Private Streets; lighting all or portions of the Private Streets; maintenance, repair and improvement of the Private Streets, and the costs of maintaining, repairing and providing utilities service in the Private Streets; establishing and funding a reserve to cover major repair or replacement of improvements within the Private Streets; maintenance, repair and improvements of the Landscape Easement to the extent undertaken by the Association; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or the Association's Articles of Incorporation, if applicable.

4.3. Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by periodic assessments; or (ii) the cost of any construction, reconstruction or unexpectedly required repair or replacement of the roads in connection with the Private Streets and utilities located within the Private Streets, or the adjoining public utility, drainage and landscape easement as shown on the Plat. Any such special assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each class of Members), who are present in person or represented by proxy and are entitled to vote at a meeting duly called for that purpose.

4.4. Reimbursement Assessment on Specific Lot. In addition to the periodic assessments and any special assessment authorized hereunder, the Management Committee may levy at any time special assessments on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant hereto (the "Reimbursement Assessment"). The aggregate amount of any such Reimbursement Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the Lots on which such improvements, repairs, maintenance or enforcement action are constructed or taken.

4.5. Rate of Assessment. Except for assessments levied under Section 4.4 hereof, all amounts assessed to the Lot Owners shall be assessed equally to such Lot Owners.

4.6. Monthly Assessment Due Dates. The obligations with respect to the periodic assessments provided for herein shall commence as to each Lot on (i) the date a deed is delivered to the purchaser of a Lot, (ii) if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, or (iii) the date of occupancy, whichever first occurs. The first periodic assessment shall be adjusted according to the number of days remaining in the period in which the obligation with respect to the assessments begins. At least fifteen days prior to the effective date of any change in the amount of the periodic assessment, the Association shall give each Lot Owner written notice of the amount and the first due date of the assessment concerned. All assessments hereunder, including, without limitation, the Private Street Assessments, shall be delinquent if not paid within thirty days from the date of the notice of assessment.

4.7. Certificate Regarding Payment. Upon the request of any Lot Owner or prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

4.8. Effect of Non-Payment; Remedies. Any assessment not paid when due shall, together with the interest and costs of collection described herein be, constitute and remain a continuing lien on the property affected thereby.

4.9. Taxes. The Association shall reimburse the owner of the property underlying the Private Streets for the real property taxes and assessments payable with respect thereto to Salt Lake County. Each Lot Owner (and the Adjoining Property Owner) shall reimburse the Association for his pro rata share of such taxes and assessments (which shares shall be determined as set forth in Section 4.1 hereof).

ARTICLE V

Duties and Powers of the Association

5.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by this Declaration, the Association shall have the right to perform each and every one of the following for the benefit of the Lot Owners and the maintenance and improvement of the Property:

(a) The Association shall accept all Lot Owners as Members of the Association.

(b) The Association shall accept title to the Private Streets if conveyed to it by Declarant.

(c) The Association shall have the right, but shall not be obligated, to install, maintain and replace landscaping within the Landscape Easement. Each Lot Owner shall have an obligation to provide adequate water to sustain all landscaping on his Lot.

(d) In the event that the need for maintenance or repair of Private Streets or the Landscape Easement as specified herein is caused by any Lot Owner or any other third party, or any Lot Owner fails to maintain the landscaping on the portion of the Landscape Easement located on his Lot, the Management Committee may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 4.4) to which such Lot is subject.

(e) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

(f) The Association may employ a responsible corporation, partnership, firm, person or other entity as the managing agent to manage and control the Private Streets, subject at all times to direction by the Management Committee, with such administrative functions and powers as shall be delegated to the managing agent by the Management Committee. The compensation of the managing agent shall be specified by the Management Committee.

5.2. Powers and Authority of the Association. The Association shall have the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect

assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Lot Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Lot Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VI of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Lot Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Management Committee, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) The Association shall have the power and authority to pay and discharge any and all liens placed upon any Private Streets on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration (provided that any contract for goods or services having a term of more than one year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety days written notice) and, to obtain, contract and pay for, or to otherwise provide for:

i. Construction, maintenance and repair of landscaping in the Landscape Easement, on such terms and conditions as the Management Committee shall deem appropriate;

ii. Such insurance policies or bonds as the Management Committee may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Management Committee and the Lot Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Management Committee may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Management Committee may deem desirable;

v. Fire, police and such other protection services as the Management Committee may deem desirable for the benefit of the Lot Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Management Committee may deem necessary.

5.3. Association Rules. The Management Committee from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things: (a) the use of the Private Streets; (b) the collection and disposal of refuse; (c) the maintenance of animals (other than household pets) on the Property and the number of household pets and other animals to be allowed on any Lot; (d) the use of Living Units for business or rental purposes; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents. The Management Committee may also adopt additional architectural guidelines for the construction of Living Units. Rules and regulations and/or architectural guidelines adopted by the Management Committee may be enforced in accordance with the provisions of Section 6.15.

5.4. Limitation of Liability. No member of the Management Committee acting in good faith shall be personally liable to any other person for any error or omission of the Association, its representatives and employees, the Management Committee or any committee of the Management Committee.

5.5. Insurance. The Association shall secure and at all times maintain insurance policies with such coverages and limits as shall be determined from time to time by the Management Committee, against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use. The Association shall have the authority to adjust losses. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Lot Owners or their Mortgagees.

ARTICLE VI

Use Restrictions

6.1. Use of Private Streets. The Private Streets shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

6.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit or to create a nuisance or interfere with the rights of any Lot Owner.

6.3. Building Features and Materials.

(a) Building Location. Each building shall be located such that:

(i) Except as approved by the Architectural Control Committee, the owner of any adjacent Lot, and the owner of any Lot directly across the Private Streets, no Living Unit or other improvement on any Lot shall be located outside the Building Envelope for such Lot as shown on the Plat, and no

outbuildings, guest houses or other ancillary structures shall be more than one story in height or located outside the Landscape Envelope for such outbuildings, guest houses and structures as shown on the Plat. Notwithstanding any provision hereof or designation on the Plat to the contrary, in the event two or more contiguous Lots are purchased and developed for one single family residence, (i) the restrictions pertaining to location of buildings on the portion of the Landscape Easement that is contiguous to the common boundary to such Lots shall not apply, and (ii) the Building Envelope as shown on the Plat for such Lots may be extended to cross the common boundary of such Lots, as long as no portion of the extended Building Envelope is closer to the portion of the Private Street fronting such Lots than the closest point of the Building Envelope to the Private Street as shown on the Plat.

(ii) Each Living Unit shall contain a floor area of not more than 10,000 square feet, exclusive of open porches, garages and outbuildings. In the event two or more contiguous Lots are purchased and developed for one single family residence, the Living Unit on such Lots may be not more than 12,000 square feet, exclusive of open porches, garages and outbuildings.

(iii) No Living Unit or garage that exceeds two stories above ground shall be erected, altered or permitted to remain on any Lot. Each Living Unit shall include a private garage for not less than two but not more than four vehicles and such other accessory buildings, structures, facilities and appurtenances as may be approved by the Architectural Control Committee. Unless approved in writing by the Architectural Control Committee, the height of any building, structure, facility or appurtenance thereto (excluding chimneys), at any point on the roof line, shall not exceed 30 feet above the "natural grade" (as hereafter defined) of the Lot at such point. As used herein, the term "natural grade" means the unaltered, natural average level of the ground immediately adjacent to the building, structure, facility or appurtenance.

(iv) Except as provided in Section 6.3(a)(i) hereof, nothing herein shall be construed as permitting the construction of any building within the area of the Landscape Easement.

(v) Except as provided in Section 6.3(a)(i) hereof, all buildings, structures, facilities and improvements shall be constructed within the Building Envelope and Landscape Envelope for each Lot, as identified on the Plat. The removal or alteration of all native trees and vegetation on each Lot shall be subject to the prior written approval of the Architectural Control Committee as set forth in Article VII hereof.

(b) Garages. Garages must be fully enclosed and be equipped with an automatic garage door opener. Port cocheres may be located on a Lot only with the prior written approval of the Architectural Control Committee.

(c) Exterior Building Wall Materials. Brick, stone, stucco and wood are permitted for the exteriors of Living Units and accessory buildings, provided that all colors for all Living Units and accessory buildings shall be approved by the Architectural Control Committee. The use of any other materials for such buildings shall require the prior written approval of the Architectural Control Committee.

(d) Roof, Soffit and Facia. Roof, soffit and facia material shall be restricted to wood shingles or shakes, slate, metal, tile, architectural grade asphalt or fiberglass, or other materials approved by the Architectural Control Committee. The use and design of roof, soffit and facia materials are subject to the approval of the Architectural Control Committee.

(e) Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the approval of the Architectural Control Committee.

(f) Chimneys. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies. Exposed metal flues are not acceptable, with the exception of copper.

(g) Mailboxes. Mailboxes shall be provided and maintained by each Lot Owner. Mailbox location, height, design and color will be provided by the Architectural Control Committee subject to the approval of the United States Post Office.

(h) Fences and Walls. Fencing and walls shall be masonry, stone, wood or black wrought iron only. Fencing and walls are to be color coordinated with the approved dwelling colors. Fences which are to be located within fifty feet of any Private Street shall be required to be approved in writing by the Architectural Control Committee. No fence may exceed six feet in height without the prior approval of the Architectural Control Committee.

(i) Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, paving blocks or gravel. Unimproved dirt driveways are not permitted without the prior written approval of the Architectural Control Committee.

(j) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened so as not to be Visible from Neighboring Property.

(k) Antennas. All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennas shall be allowed provided they are located in such areas as may be designated by the Architectural Control Committee. In no event shall satellite dish antennas be visible from the building envelope of any adjoining Lot as shown on the Plat.

(l) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing materials.

(m) Pools, Spas, Fountains, Gamecourts. Pools, spas, fountains and gamecourts are subject to the approval of the Architectural Control Committee and shall be located to reasonably minimize impacting adjacent properties with light or sound. Pool heaters and pumps may not be Visible from Neighboring Property and must be sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited. All exterior lighting shall be designed to minimize the effect of such lighting on other Lots. Lights for tennis courts shall be turned off no later than 11:00 p.m.

(n) Sheet Metal, Flashing and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(o) Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view so as not to be Visible from Neighboring Property or Private Streets, and shall be insulated for sound attenuation. Air conditioning units and swamp coolers are subject to the approval of the Architectural Control Committee and are not permitted on roofs or through windows unless they are not Visible from Neighboring Property.

(p) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and shall not be Visible from Neighboring Property.

(q) Landscaping; Natural Views. All vegetation on Lots shall be maintained in the present, natural state or, at the Lot Owner's option, enhanced by landscaping with trees, lawns, shrubs or other plantings which shall be properly nurtured and maintained or replaced at the Lot Owner's expense. No tree with a base trunk diameter of six inches or more shall be removed outside the building envelope of any Lot as shown on the Plat without the prior written approval of the Architectural Control Committee. Native landscape species of the types identified on Exhibit "C" attached hereto are encouraged. Lot Owners are encouraged to avoid the use of pesticides, fertilizers and herbicides which are potentially harmful to birds and other wildlife. The street frontage of all Lots (whether vacant or built upon), to a minimum depth of 30 feet from the hard surface street improvements, shall be maintained, nurtured and enhanced by the Lot Owner so as to create an attractive streetscape throughout the Subdivision. Any Lot area disturbed by construction will be reclaimed with natural vegetation or landscaping planted with trees, lawns, shrubs or other plantings which will be properly nurtured and maintained at the Lot Owner's expense. Reclamation and/or landscaping must be commenced within one month of the date a Living Unit is ready for occupancy (or by the next succeeding April 30 of the following year if a Living Unit is ready for occupancy between October 15 and February 15), and must be substantially completed within six months from the date the Living Unit is approved for occupancy.

(r) Landscape Site Preparation Guidelines. All clearing, stripping of soil and grading must be performed within the confines of a Lot.

(s) Site Grading and Drainage. Salt Lake County requires that each Lot Owner retain on his own Lot, at all times, including during construction, water runoff in accordance with the approved Moyle Park Subdivision Grading and Drainage Plan submitted by the Declarant in connection with its application for subdivision approval, and in accordance with Walker Land Storm Drainage Master Plan, including drainage along the Private Streets, which will be retained on site. Each Lot Owner bordering the Big Cottonwood Tanner Ditch shall comply with the enclosure and other requirements imposed by the Big Cottonwood Tanner Ditch Co. or its successor. All Lot Owners acknowledge that the Association has no responsibility to enforce the foregoing site grading and drainage requirements.

(t) County and Other Approval. Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Architectural Control Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any architectural guidelines.

6.4. Landscape Easement. As more particularly set forth on the Plat, the Association shall retain an easement for landscape and aesthetic purposes on each Lot within the Landscape Easement. Each Lot Owner shall be responsible at his own cost and expense to maintain and water all trees and other landscaping which naturally grows upon the area of such easement, which Declarant may have installed upon such area during development of the Subdivision or which is installed by the Lot Owner (or predecessor) after approval by the Architectural Control Committee in accordance with the requirements of Article VII hereof. All trees, shrubs and other vegetation to be installed upon such Landscape Easement shall be approved by the Architectural Control Committee prior to installation. The addition to, modification of, or removal of trees and other vegetation, without the prior approval of the Architectural Control Committee, shall be deemed a violation of the requirements of Lot Owner to maintain such areas and the Architectural Control Committee shall have the right to require each Lot Owner to restore such area to its prior approved condition at the sole cost of the Lot Owner. In the event any Lot Owner fails to restore such area as required herein, the Association shall have the right to restore the same and the cost of such restoration together with administrative expenses equal to ten percent of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 4.4) to which such Lot is subject. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the Property, including the development of Private Streets and the installation of utilities serving the Subdivision.

6.5. Recreational Vehicles. No boats, trailers, large trucks and commercial vehicles belonging to Lot Owners or other residents of the Property shall be visible from the building and landscape and accessory building envelopes of adjoining property as shown on the Plat, or the Private Streets, and Lot Owners shall use reasonable efforts to conceal all such vehicles. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot or Private Street that is visible from any Private Street or that is Visible from Neighboring

Property, except emergency repairs to vehicles. Any motor or recreational vehicle must be kept in an enclosed garage.

6.6. Pets. No animals other than household pets shall be kept or allowed on any Lot or in any Living Unit.

6.7. Private Streets. The Private Streets shall be improved and used only for the following purposes:

(i) Non-exclusive vehicular and pedestrian access to and from and movement within the Subdivision and to the Adjacent Property, subject to the terms and restrictions set forth herein, space for temporary vehicular parking and provision of utilities for the Subdivision and Adjacent Property.

(ii) Such other uses as shall be determined from time to time by the Management Committee for the benefit of members of the Association, following consultation with the Architectural Control Committee.

6.8. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Subdivision or other part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Lot Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better).

6.9. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit, appurtenant structures and landscaping.

6.10. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by the Lot Owner. Such obligation shall extend, but shall not be limited, to the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

6.11. Nuisances. No rubbish or debris of any kind shall be placed or permitted by a Lot Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Lot Owners. No Living Unit or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units.

6.12. Right of Entry. During reasonable hours, any member of the Architectural Control Committee or any member of the Management Committee, or any officer or authorized representative or any of them, shall have the right to enter upon and inspect any building site or Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Management Committee or of the Association have been or are being complied with.

6.13. Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except:

- (a) Such signs as may be required by legal proceedings.
- (b) Construction identification signs of a combined total face area of four hundred thirty-two square inches or less for each Living Unit.
- (c) A "For Sale" sign, to the extent permitted by the Architectural Control Committee.

6.14. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Architectural Control Committee. Such containers shall not be Visible From Neighboring Property except to make them available for collection and then only for the shortest time necessary to effect such collection. Each Lot Owner must at all times and at his expense provide garbage cans and plastic liners therefor.

6.15. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Declarant, so long as it has any interest in any of the Property;
- (b) Any Lot Owner;
- (c) The Management Committee; or
- (d) The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

ARTICLE VII

Architectural Control

7.1. Architectural Control Committee. The Management Committee shall appoint a three-member Architectural Control Committee, the function of which shall be to insure that all

improvements and landscaping within the Property harmonize with existing surroundings and structures. The Management Committee may decide, in its discretion, to serve as the Architectural Control Committee. The Architectural Control Committee need not be composed of Lot Owners. The initial members of the Architectural Control Committee shall be William Browning, Gary Evershed and Dorothy Ann Moyle Palmer.

7.2. Submission to Architectural Control Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete site specific plans and specifications therefor have first been submitted to and approved by the Architectural Control Committee. All such plans and specifications shall be consistent with architectural guidelines which shall be from time to time adopted by the Management Committee. To take full advantage of the unique features of the Property, all plans and specifications must be designed for each site specifically, and stock plans and specifications are discouraged and may need to be modified extensively to meet this requirement.

7.3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Architectural Control Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Subdivision.

7.4. Approval Procedure. Any plans and specifications submitted to the Architectural Control Committee shall be submitted on a form provided by the Architectural Control Committee and in triplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association, one set will be retained by the reviewing architect (if any) and the remaining set of plans will be returned to the Lot Owner. The following architectural review fees (made payable to the Association) are required with the submittal of plans and specifications: \$250.00 for architectural, landscaping, fencing and lighting drawings. The Architectural Control Committee may, in the exercise of its reasonable discretion, modify such fees from time to time. All plans and specifications shall be approved or disapproved in writing within thirty days after submission. The decision of a majority of the Architectural Control Committee on any matter shall be deemed the decision of the Architectural Control Committee. In the event the Architectural Control Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

7.5. Bond/Security Deposit. The Architectural Control Committee will require that each Lot Owner post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the Architectural Control Committee, in an amount not to exceed \$5,000.00, in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters or credit have been properly posted with the Architectural Control Committee. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage

to the landscaping, streets or other property within the Subdivision, caused by the Lot Owner or his agents in the construction of improvements.

7.6. Address for Submittal. Plans and specifications for the construction and installation of any and all improvements within the Subdivision shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address, or at such other address as may be designated from time to time by the Architectural Control Committee:

William Browning
2561 East 6200 South
Holladay, Utah 84121

7.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. The construction of all structures on any Lot shall be completed within a period of eighteen months following commencement of construction, unless the Architectural Control Committee, in its sole discretion, extends said period by written notice.

(b) Lot Owners and builders shall clean up all trash and debris on the construction site at the end of each week. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the Subdivision. Light-weight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Lot Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Subdivision. During the construction period, each construction site shall be kept neat and debris shall be promptly removed from the Public Streets, Lots, open spaces and driveways.

(c) Each Lot Owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself in areas approved by the Architectural Control Committee, and shall not be Visible From Neighboring Property.

(d) Construction crews shall not park on, or otherwise use, other Lots or any open space. All construction vehicles and machinery shall be parked only in areas designated by the Architectural Control Committee.

7.8. Liability for Damages. The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VII.

7.9. Exception for Declarant and Current Owners of Lots 1 and 7 and Limited Exception for Lot 4. The provisions of this Article VII shall not apply to (i) any currently existing improvements on Lots 1, 4 or 7, or (ii) any alteration which is carried out by Declarant

or any of the owners as of the date hereof of Lots 1 and 7 on the Property, and which occurs at any time during the seven year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah. The foregoing exemption for Lots 1 and 7 shall cease and terminate automatically as to all future improvements upon any sale, conveyance or transfer of Lot 1 or Lot 7, respectively, whether by voluntary conveyance, operation of law, or descent or distribution upon death, and shall not extend to alterations made after said seven year period.

7.10. Variance. Except as provided in Section 6.3(a)(i) hereof, the Architectural Control Committee may, in its discretion, grant variances from the restrictions set forth herein, provided that the party requesting such variance obtains all necessary permits and variances, if any, from any governmental authority having jurisdiction thereof.

ARTICLE VIII

Rights of First Mortgagee

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

8.1. Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in Article IV shall be subordinate to the lien of any first mortgage or deed of trust upon such Lot. The holder of a first mortgage or deed of trust on a Lot who comes into possession of the Lot by virtue of foreclosure of such first mortgage or deed of trust, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgaged Lot.

8.2. Mortgagees' Rights Concerning Amendments. No material amendment to Section 8.1 of this Declaration shall be accomplished or effective unless at least two-thirds of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

SECTION IX

Miscellaneous

9.1. Notices. Any notice required or permitted to be given to any Lot Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing. If no address is provided to the Association, such notices shall be deemed to have been properly furnished if mailed to the Lot Owner at the Lot address.

9.2. Amendment. Subject to the provisions of Section 8.2 hereof, any amendment hereto shall require (i) the affirmative vote of at least two-thirds of all Class A membership votes, present in person or represented by proxy at a meeting duly called for such purpose, and (ii) so long as the Class B membership exists, the written consent of the Declarant, and thereafter, the written consent of any assignee of or successor to Declarant, including, without limitation, Moyle Park Limited Liability Company, if any of Declarant's rights hereunder are hereafter assigned to Moyle Park Limited Liability Company (collectively, "Declarant's Successors"). Without limiting the generality of the foregoing, no amendment to Section 3.2 hereof may be made without the written consent of Declarant and/or Declarant's Successors. For purposes of effecting an amendment hereunder, written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten but not more than thirty days prior to the meeting date. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Management Committee, and by the Declarant if the Class B Membership then exists. In such instrument the Management Committee shall certify that the vote required by this Section for amendment has occurred.

9.3. Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this Section 9.3:

(a) All necessary consents must be obtained prior to the expiration of ninety days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Lot Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Lot Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are obtained, the consent of none of such Members shall be effective.

9.4. Lease Provision. Any Lot Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a lessee must be in writing, and must provide, among other things, that:

(a) The terms of the lease shall in all respects be subject to the provisions of this Declaration; and

(b) Any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

9.5. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

9.6. Dissolution. Subject to the restrictions set forth in Article VIII of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds of the votes of each class of membership. Upon dissolution of the Association all of its assets may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a non-profit corporation, trust, or other entity to be used for such similar purposes, and each Lot Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Private Streets, on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article IV of this Declaration.

9.7. Declarant's Covenant to Construct Common Areas. Declarant hereby covenants to construct and complete all Private Streets indicated on the Plat within two years of the filing of this Declaration in the office of the County Recorder of Salt Lake County, Utah.

9.8. Enforcement by County. If the Association fails to maintain the Private Streets, Salt Lake County shall have the right, but not the obligation, upon giving the Association thirty days notice in writing, to perform the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration.

9.9. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall not affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

9.10. Incorporation. At any time the Management Committee may, at its discretion, incorporate the Association as a non-profit corporation, and may execute and file such documents and instruments as are necessary in connection therewith.

9.11. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.


9.12. Assignment. Upon the assignment from the Declarant, at its sole option, to the Association, of the Declarant's rights and obligations hereunder, Declarant thereafter shall be relieved from any liability or obligation hereunder.

9.13. Counterparts. This Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument. Those who sign this Declaration authorize the signature page of any counterpart to be affixed to one original form of this Declaration.

9.14. Falk Deed. In the event of any conflict or inconsistency between the restrictions or limitations set forth herein and the restrictions or limitations set forth in the Deed by which the Adjoining Property Owner acquired the Adjoining Property, which was recorded on OCTOBER 1, 1991, in Entry No. (s) 5133932-41, Book 6361, Pages 1792-1837, official records of the Salt Lake County, Utah, Recorder, the restrictions or limitations set forth in said Deed shall control.

EXECUTED the day and year first above written.

DECLARANT:



Richard Curtis Dreyer,
Personal Representative of the
Estate of Marcia B. Dreyer

William M. Browning

Margaret W. Moyle

Robert M. Jones,
as Personal Representative of the
Estate of Robert H. Jones, Deceased

Robert M. Jones

Dorothy Ann Moyle Palmer

O. Wood Moyle III, as Personal
Representative of the Estate of
Marian M. Shenon, Deceased

O. Wood Moyle III, as Successor
Trustee of the Testamentary Trust
Created By the Will of Harriett
M. Jones

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Trustee of the Testamentary
Trust Created By the Will of
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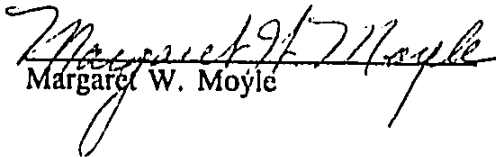
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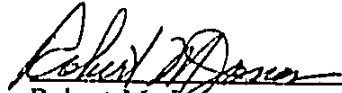
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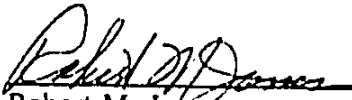
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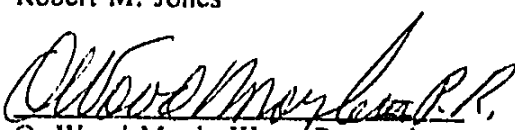
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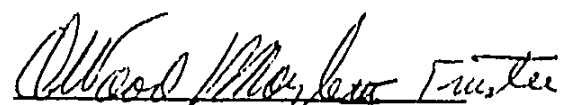
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Personal Representative of the
Estate of Marcia B. Dreyer

William M. Browning
William M. Browning

Margaret W. Moyle

Robert M. Jones,
as Personal Representative of the
Estate of Robert H. Jones, Deceased

Robert M. Jones

Dorothy Ann Moyle Palmer

O. Wood Moyle III, as Personal
Representative of the Estate of
Marian M. Shenon, Deceased

O. Wood Moyle III, as Successor
Trustee of the Testamentary Trust
Created By the Will of Harriett
M. Jones

O. Wood Moyle III, as Successor
Trustee of the Testamentary
Trust Created By the Will of
Elizabeth M. Fitzgerald

O. Wood Moyle III

LOT 1:

LOT 7:

ADJACENT PROPERTY OWNER:

Patricia H. Falk

OTHER LOT OWNERS:

LOT 1:

Diane G. Browning

LOT 7:

Dorothy Ann Moyle Palmer
Dorothy Ann Moyle Palmer

ADJACENT PROPERTY OWNER:

Patricia H. Falk

OTHER LOT OWNERS:

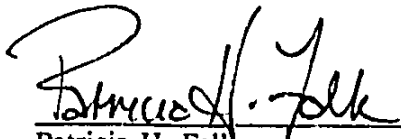
LOT 1:

Diane G. Browning

LOT 7:

Dorothy Ann Moyle Palmer

ADJACENT PROPERTY OWNER:



Patricia H. Falk

STATE OF CALIFORNIA)
 : ss.
COUNTY OF)

On the _____ day of _____, 1992, personally appeared before me Richard Curtis Dreyer, Personal Representative of the Estate of Marcia B. Dreyer, the signer of the within instrument, who duly acknowledged to me that he executed the above instrument.

Notary Public

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

On the 13 day of November, 1992, personally appeared before me William M. Browning and Diane G. Browning, the signers of the within instrument, who duly acknowledged to me that they executed the above instrument.



SHARON NEWTON
1400 East Avenue
Salt Lake City, Utah 84105
My Commission Expires
October 1, 1993
State of Utah

Sharon Newton
Notary Public

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

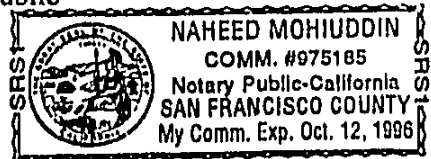
On the _____ day of _____, 1992, personally appeared before me Margaret W. Moyle, the signer of the within instrument, who duly acknowledged to me that she executed the above instrument.

Notary Public

STATE OF CALIFORNIA)
 : ss.
COUNTY OF San Francisco)

On the 19 day of November, 1992, personally appeared before me Richard Curtis Dreyer, Personal Representative of the Estate of Marcia B. Dreyer, the signer of the within instrument, who duly acknowledged to me that he executed the above instrument.

Naheed Mohiuddin
Notary Public



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

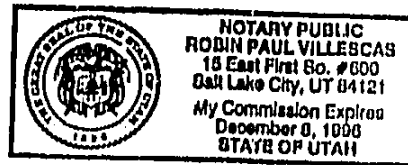
On the _____ day of _____, 1992, personally appeared before me William M. Browning and Diane G. Browning, the signers of the within instrument, who duly acknowledged to me that they executed the above instrument.

Notary Public

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

On the 13 day of November, 1992, personally appeared before me Margaret W. Moyle, the signer of the within instrument, who duly acknowledged to me that she executed the above instrument.

[Signature]
Notary Public

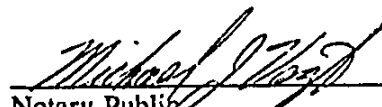


STATE OF OHIO

)
: ss.

COUNTY OF BUTLER

On the 10th day of November, 1992, personally appeared before me Robert M. Jones, the signer of the within instrument, who duly acknowledged to me that he executed the above instrument.



Notary Public

MICHAEL J. VOGT
Notary Public, State of Ohio
My Commission Expires Aug. 7, 1997

STATE OF OHIO

)
: ss.

COUNTY OF BUTLER

On the 10th day of November, 1992, personally appeared before me Robert M. Jones, as Personal Representative of the Estate of Robert H. Jones, Deceased, the signer of the within instrument, who duly acknowledged to me that he executed the above instrument.



Notary Public

MICHAEL J. VOGT
Notary Public, State of Ohio
My Commission Expires Aug. 7, 1997

STATE OF UTAH

)
: ss.


COUNTY OF SALT LAKE

On the _____ day of _____, 1992, personally appeared before me Dorothy Ann Moyle Palmer, the signer of the within instrument, who duly acknowledged to me that she executed the above instrument.

Notary Public


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

On the 16th day of NOVEMBER, 1992, personally appeared before me O. Wood Moyle III, as Personal Representative of the Estate of Marian M. Shenon, Deceased, the signer of the foregoing instrument, who duly acknowledged to me that he executed the above instrument.

Colleen Bailey
Notary Public
 **NOTARY PUBLIC**
COLLEEN G. BAILEY
100 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
September 7, 1994
STATE OF UTAH


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

On the 16th day of NOVEMBER, 1992, personally appeared before me O. Wood Moyle III, who duly acknowledged to me that he executed the foregoing document in his capacity as Successor Trustee of the Testamentary Trust Created By the Will of Harriett M. Jones.

Colleen Bailey
Notary Public
 **NOTARY PUBLIC**
COLLEEN G. BAILEY
100 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
September 7, 1994
STATE OF UTAH

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

On the 16th day of NOVEMBER, 1992, personally appeared before me O. Wood Moyle III, who duly acknowledged to me that he executed the foregoing document in his capacity as Successor Trustee of the Testamentary Trust Created By the Will of Elizabeth M. Fitzgerald.

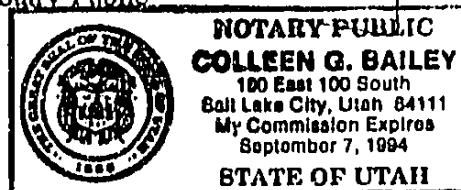
Colleen Bailey
Notary Public
 **NOTARY PUBLIC**
COLLEEN G. BAILEY
100 East 100 South
Salt Lake City, Utah 84111
My Commission Expires
September 7, 1994
STATE OF UTAH

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

On the 16th day of NOVEMBER, 1992, personally appeared before me O. Wood Moyle III, the signer of the within instrument, who duly acknowledged to me that he executed the above instrument.

Colleen Bailey
Notary Public

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



On the _____ day of _____, 1992, personally appeared before me Dorothy Ann Moyle Palmer the signer of the within instrument, who duly acknowledged to me that she executed the above instrument.

Notary Public

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

On the _____ day of _____, 1992, personally appeared before me Patricia H. Falk the signer of the within instrument, who duly acknowledged to me that she executed the above instrument.

Notary Public

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

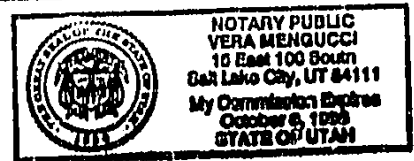
On the _____ day of _____, 1992, personally appeared before me O. Wood Moyle III, the signer of the within instrument, who duly acknowledged to me that he executed the above instrument.

Notary Public

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

On the 11th day of November, 1992, personally appeared before me Dorothy Ann Moyle Palmer the signer of the within instrument, who duly acknowledged to me that she executed the above instrument.

Vera Menqucci
Notary Public



STATE OF ~~ILLINOIS~~)
 : ss.
COUNTY OF ~~ILLINOIS~~ LAKE)

On the 26th day of October, 1992, personally appeared before me Patricia H. Falk the signer of the within instrument, who duly acknowledged to me that she executed the above instrument.

Patricia Podmosky
Notary Public

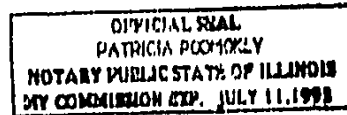


EXHIBIT "A"

BEGINNING AT THE SOUTHEAST CORNER SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THEN NORTH 89°56'00" WEST ALONG THE SECTION LINE 1056.000 FEET; THENCE NORTH 0°30'18" WEST 40.000 FEET; THENCE NORTH 0°43'04" EAST 189.500 FEET, THENCE NORTH 1°51'35" EAST 157.710 FEET, THENCE NORTH 0°18'10" EAST 42.880 FEET THENCE NORTH 1°00'22" EAST 173.600 FEET, THENCE NORTH 0°09'27" EAST 158.858 FEET; THENCE EAST 6.570 FEET; THENCE NORTH 0°09'27" EAST 73.747 FEET TO A POINT ON A NON TANGENT CURVE (CENTER BEARS NORTH 89°26' EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF A 100.000 FOOT RADIUS CURVE TO THE LEFT 117.547 FEET TO A POINT OF TANGENCY; THENCE SOUTH 67°54'58" EAST 100.743 FEET TO A POINT OF A CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 157.500 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 22°05'02" WEST) 64.517 FEET; THENCE NORTH 40°55'08" EAST 82.757 FEET; THENCE EAST 772.310 FEET; THENCE SOUTH 0°11'36" WEST 62.300 FEET; THENCE SOUTH 0°15'49" EAST; 672.429 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
(PATRICIA H. FALK PROPERTY)

BEGINNING AT A POINT ON AN EXISTING FENCE LINE, SAID POINT BEING NORTH 0 DEGREES 15 MINUTES 49 SECONDS WEST ALONG AN EXISTING FENCE LINE AND LINE EXTENDED 672.43 FEET AND NORTH 0 DEGREES 11 MINUTES 36 SECONDS EAST ALONG AN EXISTING FENCE LINE 62.30 FEET FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING IS NORTH 89 DEGREES 56 MINUTES 00 SECONDS WEST BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 15), AND RUNNING THENCE WEST 772.31 FEET; THENCE SOUTH 40 DEGREES 55 MINUTES 08 SECONDS WEST 81.72 FEET TO A POINT ON A 225.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 40 DEGREES 55 MINUTES 08 SECONDS WEST); THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 18 DEGREES 53 MINUTES 05 SECONDS AN ARC LENGTH OF 73.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 67 DEGREES 54 MINUTES 58 SECONDS WEST 90.96 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 67 DEGREES 20 MINUTES 58 SECONDS AND ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 117.55 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 34 MINUTES 00 SECONDS WEST 34.79 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 00 SECONDS WEST 1.13 FEET TO AN EXISTING FENCE LINE; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING SIX (6) COURSES: NORTH 0 DEGREES 09 MINUTES 27 SECONDS EAST 23.64 FEET; THENCE NORTH 1 DEGREE 01 MINUTES 09 SECONDS WEST 155.39; THENCE NORTH 0°24'29" WEST 260.47 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 58 SECONDS EAST 634.98 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 01 SECONDS EAST 408.55 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 36 SECONDS WEST 585.67 FEET TO THE POINT OF BEGINNING. The foregoing property may be referred to herein is attached as the "14-Acre Parcel."

EXCEPTING THEREFROM: All property, if any, to the north of existing fences at or near the north boundary of the 14-Acre Parcel.

ALSO EXCEPTING THEREFROM:

Beginning at a point North 0°15'49" west along an existing fence line and line extended 672.429 feet, North 0°11'36" East along said fence line 62.30 feet, West 772.310 feet, and South 40°55'08" West 82.757 feet from the southeast corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence northwesterly along the arc of a 157.50 foot radius curve to the left (center bears South 45°33'14" West) 15.753 feet to the true point of beginning; thence northwesterly along the arc of a 157.50 foot radius curve to the left (center bears South 39°49'24" West) through a central angle of 17°44'21" 48.764 feet to a point of tangency; thence North 67°54'58" West 9.773 feet; thence southeasterly along the arc of a 225.00 foot radius curve (center bears South 22°02'03" West) through a central angle of 14°52'25" 58.408 feet to the point of beginning. Contains 25 square feet.

EXHIBIT "C"

STATEMENT: The below recommended species are based on observed natural ecological plant communities known to occur either on the historic Moyle property or nearby in Salt Lake County below 5,000 feet elevation. Most of the recommended species are available commercially from Progressive Plants Inc. or from the Utah State Forestry Lone Peak Nursery. The use of these native species are encouraged as low maintenance, "Xeriscape" alternatives to conventional horticultural species choices. In addition, the use of locally adapted, native species will retain an "historic" aspect to the property.

(*) Asterisks indicate attractive evergreen species.

9.15. RIPARIAN HABITAT (streamside plant community with water table for root access)

(a) Trees:

Narrow leaf Cottonwood (*Populus angustifolia*) sun

Red River Birch (*Betula occidentalis*) semi-shade

Thin Leaf Alder (*Alnus tenuifolia*) semi-shade

*Concolor Fir (*Abies concolor*) semi-shade

*Blue Spruce (*Picea pungens*) semi-shade

(b) Shrubs:

Red Osier Dogwood (*Cornus stolonifera*) shade

Golden Currant (*Ribes aureum*) sun

Black Hawthorn (*Crataegus douglasii*) sun

Wood Rose (*Rosa woodsii*) sun, semi-shade

(c) Understory:

*Creeping Oregon Grape (*Mohonia repens*) semi-shade

*Mountain Lover (*Pachystima myrsinites*) shade only

9.16. GAMBEL OAK WOODLAND and MARGIN

(a) Trees:

Gambell Oak (*Quereus gambelii*) sun only

Big Tooth Maple (*Acer grandidentatum*) semi-shade

Box Elder (*Acer negundo*) sun

*Concolor fir (*Abies concolor*) semi-shade

*Douglas Fir (*Psuedotsuga menziesii*) sun

Net-leaf Hackberry (*Celtis reticulata*) sun; small tree

*Rocky Mountain Juniper (*Juniperus scopulorum*)

(b) Shrubs:

Choke cherry (*Prunus virginiana* var. *melanocarpa*) semi-shade

Service berry (*Amelanchier alnifolia*) semi-shade

Blue Elderberry (*Sambucus caerulea*) sun

*Common Juniper (*Juniperus communis*) semi-shade

*Creeping Oregon Grape (*Mahonia repens*) semi-shade

(c) Understory:

Creeping Oregon Grape (*Mahonia repens*) semi-shade

9.17. OPEN DRY MEADOW/GRASSLAND and SHRUB MARGIN

(a) Trees:

*Single-leaf Pinyon (*Pinus monophylla*) sun; small tree

*Double-leaf Pinyon (*Pinus edulis*) sun; small tree

*Utah Juniper (*Juniperus utahensis*) sun; small tree

(b) Shrubs:

*Bitter brush (*Purshia tridentata*) sun

*Curl-leaf Mt. Mahogany (*Cercocarpus ledifolius*) sun

Birch-leaf Mt. Mahogany (*Cercocarpus montanus*) sun

Rubber-Rabbit Brush (*Chrysothamnus nauseosus*) sun

*Big Sagebrush (*Artemisia tridentata*) sun

Rocky Mt. Smooth Sumac (*Rhus glabra* var. *cismontana*) sun

Fragrant Sumac (*Rhus aromatica* var. *tridentata*) sun

(c) Meadow Grasses and Wild Flowers:

Western Wheatgrass (*Agropyron smithii*)

Blue-bunch Wheatgrass (*Agropyron spicatum*)

Sandberg Bluegrass (*Poa secunda*)

Scarlet Glovemallow (*Sphaeralcea coccinea*)

Pale Eveining Primrose (*Oenothera pallida*)

(many other low elevation grass and flower species
depending on availability)