

WHEN RECORDED RETURN TO:
FINLINSON= COMPANY, L.C.
%Judy F. Lever, Esq.
5277 S. Havenwood Ln.
Salt Lake City, Utah 84117

9/17/92

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23 DECEMBER 92 11:17 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST FINANCIAL TITLE
REC BY: DIANE KILPACK , DEPUTY

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VINE MEADOWS SUBDIVISION
MURRAY, SALT LAKE COUNTY, UTAH

THIS DECLARATION made this 27 day of September, 1992, by FINLINSON COMPANY, L.C., a Utah limited company, ("FINLINSON") and W. CLYDE BEHUNIN AND RHODA D. BEHUNIN, ("BEHUNIN") hereinafter collectively referred to as the Declarant.

ARTICLE 1 - PURPOSE

1.1 PURPOSE. WHEREAS, Declarant is the owner of real property in Murray City, Salt Lake County, Utah described as the VINE MEADOWS SUBDIVISION, ("Subdivision") together with adjoining land, and

WHEREAS, Declarant finds it desirable to impose a general plan for the improvement and development of its tracts and all of the property described herein. The adoption and establishment of these covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy, and enjoyment thereof, is necessary for the purpose of enhancing and protecting the value, desirability and attractiveness of said tract and their Members' adjoining property, and

WHEREAS, Finlinson's Member shall retain the fee underlying a 20' road easement within the Subdivision to preserve access and use of its adjoining property, the Finlinson Company, L.C., its Members or its successors shall be entitled to enforce the provisions of this Agreement to claim the benefits herein for the protection, use and enhancement of their property.

NOW THEREFORE, the Declarant hereby covenants, agrees and declares that the property within said Subdivision shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated or otherwise encumbered SUBJECT TO the following conditions, covenants, restrictions, easements and agreements between

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themselves and the several owners and purchasers of the lots within said Subdivision. The Finlinson Company, L.C., its Members, or their successors shall be entitled to enforce the provisions of this Agreement against lot owners within said Subdivision to claim the benefits herein for the protection, use, and enhancement of the contiguous property. The provisions of this Agreement shall run with the land, and shall be binding upon all parties having or acquiring any right, title or interest or any part thereof in the Subdivision and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement.

1.2 DEFINITIONS. The following terms used in this Agreement shall be applicable to this Declaration and are defined as follows:

(a) "Committee" shall mean and refer to the Architectural Control Committee established under Section 3 to review, evaluate and approve the construction of all improvements upon the lots within the Subdivision.

(b) "Declarant" shall mean and refer collectively to the Finlinson Company, L.C., W. Clyde Behunin and Rhoda D. Behunin.

(c) "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Subdivision, or where applicable, to Finlinson's contiguous property, including contract sellers and buyers, but excluding those having such interest merely as security for the performance of an obligation.

(e) "Subdivision" or "Vine Meadows" or "Vine Meadows Subdivision" shall mean the Vine Meadows Subdivision, according to the official plat thereof recorded in the office of Salt Lake County Recorder, State of Utah.

ARTICLE 2 - AREA OF APPLICATION

2.1 FULLY PROTECTED RESIDENTIAL SUBDIVISION. The Covenants, Conditions and Restrictions of this Declaration shall apply to Lots 1 through 10, VINE MEADOWS SUBDIVISION.

ARTICLE 3 - ARCHITECTURAL CONTROL

3.1 APPROVAL BY ARCHITECTURAL COMMITTEE. No building, fence, wall, pool, tennis court, garage, deck, patio or any other structure shall be commenced, erected, or maintained upon

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the Subdivision; no exterior addition, change or alteration therein shall be made; nor shall any excavating, alteration of any stream, waterway, pond or clearing, removal of shrubs or trees or landscaping on any lot within the Subdivision be done, unless a written application is submitted for approval of such improvement(s) to the Vine Meadows Architectural Control Committee. Two complete sets of plans and specifications for the proposed improvement(s) shall be submitted together with a reasonable processing fee as determined by the Architectural Committee. The Committee shall review the quality of workmanship and materials, appearance, lighting and harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The plans must include:

- (a) An overall view of the proposed improvement(s).
- (b) The location of said improvements and exterior lighting upon the lot which it or they will be placed or constructed and the location of the proposed improvement(s) relative to other improvements on said lot.
- (c) Floor plans of each floor level.
- (d) The basic structural system of the improvement(s) and the materials to be used in the construction thereof.
- (e) Elevations.
- (f) Provisions for fencing, driveways, and temporary and permanent parking of vehicles or outside storage in connection with use of facility.
- (g) Design and layout of proposed sewage lines to the sewer system.
- (h) Proposed time schedule for construction to completion and landscaping.
- (i) A survey acceptable to the Architectural Committee locating lot corners and the proposed building position.
- (j) Any additional demand or requirements for culinary or irrigation water.
- (k) Specifications for water conserving plumbing fixtures.

3.2 DESIGN REVIEW. The Architectural Control Committee shall not give consent to the proposed improvement(s) unless, in the opinion of the Committee, the improvement(s) is properly designed and the design, contour, materials, shapes, colors, and general character of the improvement(s) shall be in harmony with existing structures on the lot and neighboring lots, and in harmony with the surrounding landscape, and the improvements including lighting shall be designed and located upon the lot so as to minimize the disruption to the natural land forms.

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3.3 DISAPPROVAL. The Architectural Control Committee shall have the right to disapprove any application in the event said application and plans and specifications submitted therewith are not of sufficient detail, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony with neighboring improvements and the general surroundings, or if the design and the plans for construction do not include sufficient safeguards for preservation of the environment. The decision of the Committee shall be final, binding and conclusive on all of the parties affected. At no time will the Architectural Committee unreasonably restrict or refuse any proposed improvement.

3.4 NON-WAIVER, REVIEW PERIOD. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter, requiring Committee approval under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Committee, one set of plans shall be signed and returned to the lot owner and one set shall be retained by the Committee. If the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In order to obtain such approval, the owner must submit for consideration of the Committee such details and information with relation to the contemplated action as the Committee shall request. The Committee's request for details will toll or suspend the time period running until the the details are provided.

3.5 PROFESSIONAL ASSISTANCE. If at any time the Architectural Committee shall determine that it would be in the best interest of its members and owners of the Subdivision for such owner to employ professional assistance, to design any improvement involved in the proposed work, the Architectural Committee shall inform such owner in writing of its determination, whereupon all plans and specifications shall be prepared by such qualified professionals as the Architectural Committee shall determine at the lot owner's expense.

3.6 ARCHITECTURAL COMMITTEE RULES. The Architectural Committee may, from time to time and in its sole

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discretion adopt, amend and repeal by unanimous vote, rules and regulations to be known as "Architectural Committee Rules" which among other things interpret or implement the provisions of Articles 3 and 4 to be applied to all improvements occurring or commencing after such adoption, amendment, or repeal. A copy of the Architectural Committee Rules as they may from time to time be adopted, amended or repealed, certified by any member of the Committee, shall be available from the Committee upon request from an owner.

3.7 APPOINTMENT OF ARCHITECTURAL COMMITTEE.

(a) The Declarant shall appoint the Architectural Committee, consisting of not less than three (3) members for a term(s) not to exceed three (3) years. In the event of the death or resignation of any Committee member during a term, Finlinson shall appoint a successor to fill the vacancy. Finlinson Company or its successor shall appoint Committee members to terms thereafter.

(b) After the initial three (3) year term or the construction of residences on each lot, whichever occurs last, the owners of lots who are then living upon their lot by majority vote may nominate a representative to be appointed by the Finlinson's to fill one of the three positions on the Committee.

(c) Neither the members of the Committee, nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3.8 ENFORCEMENT. Should any member of the Architectural Committee become aware of construction that has not been approved, or that is contrary to approved plans, they shall notify the owner and contractor on site who proceed at their risk, and the Committee member may contact the Building Inspection departments. Reasonable cause to believe deviation from Committee approved plans or failure to obtain approval constitutes valid grounds for the Inspector to issue a temporary stop order until the matter can be resolved. Any lot lowner waives or is estopped from claiming any damages against the Inspector, City officials, Committee or its members from taking this action and/or requiring specific performance with approved plans, including removal of unapproved or violating improvements.

3.9 LIABILITY. NEITHER THE ARCHITECTURAL COMMITTEE NOR ANY MEMBER THEREOF SHALL BE LIABLE TO ANY OWNER OR THIRD PERSONS FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED OR CLAIMED ON ACCOUNT OF: (A) THE APPROVAL OR DISAPPROVAL OF ANY PLANS, DRAWINGS AND SPECIFICATIONS, WHETHER OR NOT DEFECTIVE, (B) THE CONSTRUCTION OR PERFORMANCE OF ANY WORK,

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WHETHER OR NOT PURSUANT TO APPROVED PLANS, DRAWINGS AND SPECIFICATIONS, (C) THE DEVELOPMENT OR MANNER OF DEVELOPMENT OF ANY PROPERTY WITHIN THE SUBDIVISION.

3.10 GENERAL PROVISIONS - DURATION. The powers and duties of such Committee shall be in force for a period of forty (40) years from the date of recording of this Declaration. Such powers and duties shall continue following the forty year period until a written instrument has been executed and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee.

3.11 VARIANCES. A petition may be filed for a variance by any owner, but a copy of the petition must also be mailed to each lot owner of record within the Subdivision and the owners of record of the Declarants' property. After one week in which other owners may comment or request a hearing upon the petition, the Architectural Committee shall review the petition and comments and may hold a hearing with at least three days written or telephonic notice to the owners of record. If it finds in its sole discretion that the variance complies with zoning and will not detract from the development or property values thereof, or impede the adjoining property owners' ability to enjoy their property, the Committee by an affirmative vote of a majority of its members, may allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall allow.

ARTICLE 4 - EASEMENTS

4.1 Utility Easements. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, solar heating systems, gas, telephone, cable television lines, irrigation and drainage facilities, entrance way and mailboxes shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and cable television lines, solar heating systems, entrance signage, mailboxes, drainage or irrigation facilities are installed within the Subdivision, which all or any portion thereof lie in or upon lots owned by others, the owners of any lot served by said connections, lines, signage or facilities shall have the right, and are hereby granted an easement to the full extent necessary thereof, to enter upon the lots or to have utility companies or service companies enter upon the lots within the Subdivision in or upon which said connections, lines or facilities,

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or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or cable television lines, solar heating systems, signage, mailboxes or irrigation and drainage facilities are installed within the Subdivision, which connections signages, and mailboxes serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

4.2 Declarant's and Finlinson's Reservation. Easements over the lots for the installation and maintenance of electric, telephone, cable television, water, gas, and sanitary sewer lines, irrigation and drainage facilities, solar heating systems, and street entrance ways and mailboxes as shown on the recorded plat map of the Subdivision, or other documents of record, are hereby reserved by the Finlinson's together with the right to grant and transfer the same for the use and benefit of the adjoining property owned by its members or their successors in interest.

4.3 Easement dimensions, restrictions and maintenance. Easements for installation and maintenance of utilities, mailboxes, signage, irrigation and drainage facilities, and street access are reserved as shown on the the recorded Plat. Notwithstanding this sentence, owners are advised that EASEMENT DIMENSIONS CHANGE ON SPECIFIC LOTS AS NOTED ON THE RECORDED PLAT. Within these easements, no structure, including bridges, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of drainage or irrigation channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

4.4 Private Lane. Lots 5, 6, 7 and 10 have frontage on a 20 foot (20') wide private lane owned and retained by the Finlinson's to provide access and service to its contiguous property presently occupied with storage structures which shall be considered an independent building site(s) not within this Subdivision. Said Lots have been granted a non-exclusive easement over the lane for the purposes of ingress and egress, utility service, and otherwise access for residential development and use. Declarant will construct a road of at least 20 Feet in width with

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curb, gutter, and paving improvements together with utility service from the street to Finlinton's property line as part of the construction of the subdivision improvements. Said Lot 5, 6, 7, and 10 having the direct benefit and use of the easement shall be responsible to maintain the improvements in reasonable condition and to provide snow removal. Finlinton's or their successor shall have the right to erect a mailbox by those of lots 5 and 7 for Lots 6 and 10.

ARTICLE 5 - RESIDENTIAL AREA COVENANTS

The general objectives and intent of these covenants, restrictions and conditions is to create and maintain a residential district characterized by the following; spacious large homes with open spaces; well kept lawns, trees and other plantings; unfenced landscaped setback along the public and private streets; and quiet and inviting residential conditons favorable to family living.

5.1 ZONING AND BUILDING REGULATIONS. All land use, buildings and street improvements shall be constructed and maintained in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing subdivision land use and building. All construction and grading, landscaping, and drainage of the land in each lot shall be completed and maintained so as to comply with flood control, or other requirements of the subdivision and the individual lots therein.

5.2 LOT SIZE, LAND USE.

(a) Lot size and Width. No lot within the Subdivision shall be less than 10,000 sq. feet in size with frontage at the front building set back line of at least 80 feet in width.

(b) No Resubdividing. No lot shall be resubdivided to permit more than ten (10) single family residential dwellings within the Subdivision.

(c) Detached Single Family Dwellings. All lots shall be constructed with detached single family dwellings or accessory uses of the same.

5.3 DWELLING COST, QUALITY, SIZE AND CONSTRUCTION.

(a) Construction Cost. No dwelling shall be permitted on any lot at a cost of less than \$100,000, exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the

minimum cost stated herein for the minimum permitted dwelling size.

(b) Dwelling Size. (1) The dwelling shall be no less than 2000 sq. feet in size of heated space, excluding unfinished basements, decks, balcony, garages and porches.

(2) No less than 1700 square feet must be on the grade level for a one-story dwelling, and no less than 1250 sq. feet must be on the grade level for a dwelling of more than one story. Split entries, bi-level splits, tri-levels, and one-story and a half homes, etc., must meet the minimum 2000 feet, but shall be reviewed and defined by the Architectural Committee as to the square footage requirement for grade level.

(3) For the purposes of these covenants, the basement area shall in no event be considered a story, and footage within open porches, decks, unheated storage areas, unfinished basements, decks, steps and garages shall not be included to satisfy the minimum size.

(c) Dwelling and Fence Construction. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

(1) Dwelling style, design, alterations or additions will conform to standards determined by the Architectural Committee.

(2) Exterior construction materials of each face of the structure will be a minimum of twenty percent (20%) stone, stone veneer, brick or other masonry material, with the balance of the exterior finish to be wood or stucco, as approved by the Architectural Committee. No reflective finish other than glass shall be used on exterior surfaces other than surfaces of hardware fixtures, including but without limitation, the exterior surfaces of any of the following; roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, and only mailboxes approved by the Architectural Committee. The use of Aluminum siding must be pre-approved by the Architectural Committee.

(3) Any light used to illuminate garages, patios, parking areas or for any other purpose shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

(4) Fences or walls shall be of wood, block or brick or wrought iron. No fences or walls of chain link, or wire mesh shall be allowed. Fences, walls or hedges shall not exceed six feet in height.

(5) Roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles, or better, i.e. shake, tile, etc., as determined by the Architectural Committee.

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5.4 GROUNDWATER AND BASEMENT ELEVATIONS. A Groundwater Study of August 24, 1992, by Sergeant, Hauskins and Beckwith, geotechnical engineers, has identified potentially high groundwater levels traversing the Subdivision. It recommends an area subdrain into which individual home basement foundation subdrains connect. Based on the recommendation, Declarants have at substantial expense constructed an area subdrain and connection hookups within easements as noted on the plat and provided a copy of said report to Owners. Owners covenant to design each house with either: a slab on grade foundation, or a foundation subdrain system at elevations providing drainage into the area subdrain at connection elevations specified in the "as built" drawings on file. OWNERS WAIVE ANY AND ALL CLAIMS AGAINST ALL DECLARANTS OR THEIR MEMBERS ARISING OUT OF GROUNDWATER OR DRAINAGE AND INDEMNIFY THEM FROM THE SAME.

5.5 GARAGES AND DRIVEWAYS. Every single family dwelling must have a minimum of a two (2) car garage. Driveways for single family dwellings must be large enough to accommodate two parked automobiles side by side.

5.6 FENCES. (a) Fences. No fences or wall shall be allowed in the front yards or in side yards from the average front line of the dwelling forward or in side yards of corner lots facing the private lane that must comply with Article 5.7 for sight distances. Hedges and landscaping will be permitted if it does not interfere with driving visibility. No chain link fences will be allowed except as may be required by Salt Lake County.

(b) Fence Materials. See Article 5.3(c)(4) above.

5.7 SIGHT DISTANCES AT INTERSECTIONS AND DRIVEWAYS. No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot facing the public and private lane, within the triangular area formed by the street and lane property lines and a line connecting them at points 25 feet from the intersection of the lines. The same sight-line limitations shall apply on all lots within 10 feet from the intersection of a street or lane property line with the edge of a driveway or private lane pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5.8 BUILDING LOCATION- SETBACKS.

(a) Frontage Setbacks. No building shall be located on

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any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line or private lane

(b) Interior Lot Line Setbacks. No building shall be located nearer than 10 feet to an interior lot line with both side yards totaling not less than 20 feet, except that no interior side yard shall be required for a permitted accessory building located 50 feet or more from the front building setback line.

(c) Interpretation. For the purposes of this covenant: eaves, building steps, and open porches shall be not considered as a part of the building unless required by building code; however, this provision shall not be construed to permit any portion of a building to encroach upon another lot.

5.9 HEIGHT REQUIREMENTS. No single family dwelling shall be erected to a height greater than thirty-five (35) feet above a point representing the average grade at the front setback line.

5.10. OVERNIGHT PARKING AND STORAGE OF VEHICLES. The overnight parking and/or storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two-four wheeled motor vehicles, or other wheeled vehicles shall be forbidden unless such vehicles are kept screened from the public's view behind a properly located fence or inside a structure behind the residence's setback lines. All such recreational vehicles shall not be parked overnight on the street or lane nor in the driveways in front of the residence setback line. Failure to comply with provisions hereof shall constitute a nuisance.

5.11. RECONTOURING. No lot shall be recontoured excluding grading for purposes of basement construction, without prior written approval of the Architectural Committee.

5.12 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5.13 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily, meaning two or more days, or permanently. No temporary structure, house trailer, mobile home, camper, or non-permanent outbuilding shall ever be placed or erected on any lot except with the approval of the Architectural Committee and only then during construction. No dwelling on any

lot shall be occupied in any manner prior to its completion without a written approval of the Architectural Committee. No old or secondhand structures shall be moved onto any of said lots, unless granted by a variance. The intention hereof is that all dwellings and other buildings to be erected on the lots, or within said subdivision shall be new construction of good quality workmanship and materials.

5.14 BUILDING AND LANDSCAPING TIME RESTRICTIONS.

(a) Initial Commitment. Within two years from the date of lot purchase, each lot owner must begin construction of the dwelling or landscape with an automatic irrigation system, the lot's frontage along any public street and private lane for a depth of at least fifty feet (50'). Following completion of each dwelling, landscaping and an irrigation system must be installed by the owner in the front yard within one (1) year, and in the rear and side yards within two (2) years.

(b) Completion. The exterior construction of all structures shall be completed within a period of eighteen (18) months after construction begins. No incomplete building shall be permitted to remain after that period unless approved by the Architectural Committee.

5.15 SIGNS. No sign of any kind shall be displayed to the public view on any lot except: one profession sign of not more than one square foot; one sign of not more than five sq. feet advertising the property for sale or rent, or signs used by a builder to advertise individual lots during the construction and sales period; and one sign at the entrance of the subdivision of not more than thirty-five square feet advertising the subdivision during the construction and sales period.

5.16 PETS, LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or others household pets may be kept as allowed by current zoning or other government regulation, provided that they are not kept, bred, or maintained for any commercial purpose. These household pets are restricted to the owner's premises or on leash under handler's control.

5.17 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside sanitary incinerator units. Covered garbage and trash recepticals shall be permitted

when kept inside or in a visually screened location. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5.18 LANDSCAPING AND MAINTENANCE. (a) Each Lot owner shall be responsible to maintain the lot in a safe and attractive condition. Rocks or other inorganic material may not be used as a substitute for plant material in required landscaped setbacks.

(b) Each lot owner is responsible to install landscaping within the time limitations set in Article 5.14 above. However, prior to construction of a residence and lotal landscaping, each lot owner shall be responsible to maintain the lot so as to avoid it becoming a nuisance from weeds, and has a minimum duty to cut, plow, disc, or otherwise remove weeds at least annually.

(c) No trees shall be removed except as is absolutely necessary for ingress and egress and construction of the dwelling and other structures on the lot wihtout the prior written approval of the Architectural Committee.

(d) Trees, lawns, shrubbery and other planting provided by each lot owner shall be properly nurtured and maintained at the owner's sole expense, including replacement of the same upon the request of the Architectural Committee.

(e) Upon the completion of construction of any residence upon a lot, the owner of each respective lot shall plant a deciduous tree(s) measuring at least six (6) feet in height on said lot. The planting of this tree shall occur, weather permitting within fourteen (14) days from the date of occupancy or the issuance of a final inspection and occupancy certificate by Murray City, or at the earliest time reasonably possible in the following Spring.

5.19 NO BUSINESS USES. The land within the Subdivision shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purpose other than traditional home business conducted within the home, except that the Declarant or its duly authorized agent may use any lot owned by Declarant as a sales office, sales model, or property office.

5.20 UNDERGROUND UTILITY LINES. All permanent water, gas, electrical, telephone and television cables, or other electronic pipes and lines and all other utility lines within the limits of the Subdivision must be buried underground and may not be exposed above the surface of the grounds.

5.21 NO HAZARDOUS ACTIVITIES, FIRES. No activity shall

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be conducted on any lot and no improvements constructed on any lot which are or might be unsafe or hazardous to any person or party. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires shall be lighted or permitted on any lot except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well designated interior fireplaces.

5.22 PRIVATE AREA; USES, RESTRICTIONS. The Architectural Committee or its duly authorized agents shall have the right, at any time, and from time to time without any liability to the owner for trespass or otherwise to enter upon any private area for the purpose: (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such private area in violation of these covenants; (2) of restoring or otherwise reinstating such private areas; and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this Declaration. No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the date such private area was first sold shall be made or done except upon strict compliance with this Declaration.

5.23 ANTENNAS. No antenna of any sort either installed or maintained which is visible from the front of neighboring properties shall be allowed.

5.24 OIL AND MINING OPERATIONS. No oil drilling, oil development, operation, oil refining, quarrying or other mining or extraction operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, natural gas or any other resource shall be erected, maintained or permitted upon any lot.

ARTICLE 6 - GENERAL PROVISIONS

6.1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or part. Finlinsons' shall be entitled to have a vote as if they were a lot owner.

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6.2 ENFORCEMENT. Other than as provided in Section 3 and Section 5.22, enforcement shall be by proceedings at law or in equity including injunctive proceedings against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any expense of litigation brought by member(s) of the Committee to enforce these covenants shall be assessed against the owners of the lots within the subdivision to reimburse the Committee. Any assessment remaining unpaid in excess of 30 days may be filed as a lien against the defaulting property owner's lot. Anyone found in violation of these covenants shall be responsible for all enforcement expenses including reasonable attorney fees incurred both before and during litigation. Recovery of costs shall be shared according to participation in providing costs. Failure by the Committee or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

6.3 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

6.4 AMENDMENTS, VETO. These covenants may be amended or renewed upon written approval of at least two-thirds of the owners of lots within the protected area. Each lot is entitled to one vote to be exercised by its owner(s). Finlinson's shall be entitled to one vote as if they were owners. However, no amendment can be made to the provisions of Articles 2-6 prior to the construction of a residence on every lot, nor thereafter can the provisions of Articles 3, 4, 5.1-8, 5.14, 5.22 and Article 6 be made without Finlinsons' written permission.

6.5 LIMITED LIABILITY. Neither Declarants, the Architectural Committee, nor any member or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter pertaining or contemplated by this Declaration; provided, however, that this limited liability shall not apply if the loss, expense or liability involved resulted from the willful misconduct or gross negligence of such person. Covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein shall defeat or render invalid the lien of any Deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale or otherwise.

6.6 SINGULAR INCLUDES PLURAL. Whenever the context

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