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WHEN RECORDED, RETURN TO:
Scandia Investment, L.L.C.
5320 So. 900 East, Suite 250
Salt Lake City, Utah 84117

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24 SEPTEMBER 93 04:38 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: SHARON WEST , DEPUTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

AUTUMN RIDGE AT HIDDEN VALLEY NO. 1

Salt Lake County, Utah

THIS DECLARATION, made this 7th day of September, 1993 by SCANDIA INVESTMENT, L.L.C., a Utah Limited Liability Company, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, the Declarant, Scandia Investment, L.L.C., a Utah Limited Liability Company, is the owner of the following described real property, to wit:

Lots 101 through 123 inclusive, Autumn Ridge at Hidden Valley No. 1 Subdivision, a part of Section 22, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the plat thereof, recorded in the office of the County Recorder of Salt Lake County, State of Utah, and

WHEREAS, Declarant has deemed it desirable to create a general plan for the improvement and development of said Lots and to impose certain covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability, and attractiveness of said Lots; and

WHEREAS, Salt Lake County Flood Control District and Sandy City, both political entities of the State of Utah, are charged with the responsibility of enforcing all laws and regulations pertaining to flood control structures and facilities including construction and maintenance of those facilities;

NOW THEREFORE, Declarant hereby declares that all of the Lots shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of all Lots in the Subdivision, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Lots. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Lots and shall be binding upon all Persons having any right, title or interest in any Lot or Lots, their heirs, successors and assigns; shall inure to the benefit of each and every Lot and any interest therein; and shall inure to the benefit of and be binding upon Declarant, his successors in

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interest, and each Owner and his respective successors in interest; and may be enforced by any Owner and his successors in interest. Notwithstanding the foregoing, no provision of this Declaration shall be construed to prevent or limit Declarant or his assigns the right to maintain model homes, construction, sales or leasing offices or similar facilities on any Lot or Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE I - DEFINITIONS

Section 1.01: "Property" or "Project" shall mean all the real property described above, consisting of 23 Lots and shall include any and all annexations to Autumn Ridge at Hidden Valley No. 1 Subdivision.

Section 1.02 "Subdivision" shall mean Autumn Ridge at Hidden Valley No. 1 Subdivision that has been divided or separated into Lots as shown on the Plat Map.

Section 1.03 "Plat Map" shall mean and refer to the plat of Autumn Ridge at Hidden Valley No. 1 that will be recorded in the official records of the Salt Lake County Recorder concurrently with the recordation hereof.

Section 1.04 "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the County Recorder of the County of Salt Lake, State of Utah.

Section 1.05: "Lot" shall mean and refer to any residential Lot shown upon any recorded Plat Map of the Subdivision.

Section 1.06: "Declarant" shall mean and refer to Scandia Investment, L.L.C., a Utah limited liability company and assigns, so long as Declarant assigns such rights of Declarant hereunder to any such Person by an express written assignment.

Section 1.07 "Declaration" shall mean this instrument as it may be amended from time to time.

Section 1.08: "Owner" shall mean the record owner of a fee simple title to any Lot that is a part of the Property.

Section 1.09: "Person" shall mean a natural individual or any entity with the legal right to hold title to real property.

Section 1.10: "Mortgage" shall be deemed to include a deed of trust; "Mortgagee" shall be deemed to include the beneficiary of a deed of trust; "Mortgagor" shall be deemed to include the trustor of the deed of trust.

Section 1.11: "Dwelling Unit" shall mean and refer to a building located on a single Lot designed and intended for use and occupancy as a residence by a single Family and its domestic guests.

Section 1.12: "Family" shall mean a group of natural persons related to each other by blood or legally related to each other by marriage or adoption.

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Section 1.13: "Architectural Committee" and "Committee" shall mean the committee created pursuant to Article II hereof.

Section 1.14: "Improvement" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, out buildings, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning and water softener fixtures or equipment, antennae and satellite dishes.

Section 1.15: "City" shall mean the municipal government of Sandy City, Utah.

ARTICLE II - ARCHITECTURAL COMMITTEE, COMMITTEE APPOINTMENTS

Section 2.01. Committee Appointment and Composition. The Architectural Committee shall consist of three to five members, who may or may not be Lot Owners within the Project. The Committee shall act by a majority vote of those present in any meeting duly called for conducting the official business of the Committee, provided that such majority shall consist of not less than two Committee members. Notwithstanding anything to the contrary which may appear elsewhere herein, the Committee members shall be appointed only by the Declarant or its successor, until such time that the Declarant relinquishes such authority by written instrument. No Committee member shall be entitled to any compensation for services performed pursuant to this Declaration. However, the Architectural Committee may, at its discretion, employ an outside professional architect or engineer or other consultant or professional to assist it in its functions and a reasonable fee (to be established by the Architectural Committee) may be charged to the Lot Owner for such service. No member of the Committee shall be liable to any person for his decisions or failure to act in making decisions as a member of said Committee. At such time when the Declarant, or its successor, relinquishes architectural authority, it shall become the responsibility of the Property Owners to hold a meeting among themselves and to elect members to serve as the Architectural Committee. In the absence of such a meeting and election, the members serving as the Committee (other than the Declarant), at the time of withdrawal by the Declarant, shall continue to serve as the Architectural Committee until their resignations are tendered or until such time that an election is held.

Section 2.02. Election to Architectural and Other Committees. In elections for members of the Architectural Committee (when the Declarant relinquishes authority), and for other committees which the Owners may choose to organize or, in considering any other matter presented to a vote of the Owners, each Owner shall be entitled to one vote for each Lot which is owned by said Owner. In no event, however, shall more than one vote exist with respect to any Lot. When more than one Person holds such interest or interests in any Lot ("co-Owner"), the vote relating to such Lot shall be exercised as such co-Owners may determine among themselves. Such co-Owners may from time to time all designate in writing one of their number to vote. The vote for each Lot shall be exercised, if at all, as a unit. Unless a written objection from a co-Owner is delivered to the meeting, it shall be presumed that the voting co-Owner is acting with the consent of his or her co-Owners. In the event such a written objection is made, the vote involved shall not be counted for any purpose whatsoever. The non-voting co-Owner or co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership.

Section 2.03. Notices of Meetings. Written notice of any meeting called for the purpose of electing members of the Architectural Committee or taking any action by the Owners shall be sent to all

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Owners not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. Those present at the meeting of members entitled to cast votes or of proxies entitled to cast votes shall constitute a quorum for any action.

ARTICLE III - ARCHITECTURAL SCOPE AND GUIDELINES

Section 3.01. Scope. No Improvements of any kind, including but not limited to Dwelling Units, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, out-buildings, antennae, satellite dishes, flag poles, curbs and walks shall be erected, altered, or permitted to remain on any lands within the Subdivision, nor shall any excavating, clearing, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications thereof are approved in writing by the Architectural Committee prior to the commencement of such work. The Architectural Committee shall (but is not limited to) consider the quality of materials and workmanship to be used on the external features of said buildings or structures, including exterior colors, individuality, harmony of external design with existing structures within said Subdivision, the building bulk or mass of said buildings or structures, the location with respect to topography, existing street and finished grade elevations and harmony of landscaping with the natural setting and surroundings and safety.

Section 3.02. Process of Approval. The complete architectural plans and specifications shall be submitted in duplicate and shall include a site plan and at least four different elevation views. One complete copy of the plans and specifications shall be signed for identification by the Owner and left with the Architectural Committee. Unless otherwise instructed, Owners and contractors should submit plans to the Committee at the initial following location:

Autumn Ridge Architectural Committee
c/o Scandia Investment, L.L.C.
5320 South 900 East, Suite 250
Salt Lake City, Utah 84117
(801) 486-4444

The Architectural Committee shall exercise its best efforts to review each set of plans within a 14 day period. However, in the event that the Committee fails to take any action within 30 days after complete plans for such work have been submitted to them, then all of such submitted plans shall be deemed to be disapproved.

The Architectural Committee may choose to condition its approval upon the Lot Owner's depositing cash in the sum of Two Hundred Dollars (\$200.00) with the Architectural Committee, the purpose of which shall be to further ensure that the Lot Owner (1) fulfills his responsibility to keep his Lot in a condition so as to prevent the rubbish and debris which accumulates during the construction process from blowing or collecting on neighboring Lots and (2) reasonably cleans up his Lot at or near the completion of the construction process. If the Lot Owner fails in either of these two responsibilities, the \$200.00 deposit may be kept by the Architectural Committee as a fine upon such Lot Owner or as liquidated damages. If any such failure is not remedied within 15 days after written notice thereof, the Architectural Committee may remedy such condition itself and in connection therewith it may have reasonable access to the Lot and shall charge the Lot Owner for the cost of the remedy.

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Section 3.03. Preliminary Approvals. Persons who anticipate constructing Improvements on Lots within the Subdivision, whether they already own a Lot or are contemplating the purchase of such Lot may submit preliminary sketches of such Improvements to the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan, together with sufficient general information on all aspects, that will be required to be in the complete plans and specifications to allow the Architectural Committee to act intelligently on giving an informed preliminary approval or disapproval until such time as complete plans are submitted and approved or disapproved.

Section 3.04. General Requirements and Guidelines. The Architectural Committee shall exercise its best judgment to see that all Improvements, construction, landscaping and alterations on the Lots within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished grade elevation. Each Lot Owner shall assume responsibility for compliance with municipal and government codes and this Declaration.

While minimum Dwelling Unit size standards have been established and classic, traditional and certain eclectic architectural styles are preferred, considerable latitude has been provided for design. However, log and geodesic dome houses will not be approved. The Architectural Committee will carefully scrutinize the quality and integrity of each plan. For example, if partial brick or stone is planned, it will be expected that logical transitions will be made to aesthetically tie such materials among front, side and rear elevations. If large areas of stucco or other materials are proposed, special features may be required, such as window shutters, coin corners and/or "pop-out" window and door reveals of contrasting color. With respect to single story Dwelling Units (ramblers), higher-than average-roof pitches and special attention to details are strongly encouraged. Exterior colors of all structures should be unobtrusive and blend with the colors in the area. Although the Committee will be attentive to ensuring minimum size conformance in granting approval to dwelling plans, it will place greater weight on attractiveness, uniformity and quality of design than to the minimum size of Dwelling Units. For this reason, Owners are strongly encouraged to utilize professional architects and designers.

Section 3.05. Variances. The Declarant and the Architectural Committee shall have the authority to deviate from the requirements contained herein in extenuating circumstances (such as to accommodate an unusual lot size or shape), when following these covenants would create an unreasonable hardship or burden for an Owner. An affirmative vote of Declarant and of three-fourths (3/4) of the members of the Architectural Committee shall be required for a variance to be granted. The Declarant and the Architectural Committee do not, however, have authority to approve deviations from City zoning, ordinances and other requirements.

If, after such plans and specifications have been approved, the Improvements are altered, erected, or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any Improvement, said Improvement shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such non-compliance or non-completion, executed by one member or more of the Committee shall appear of record in the office of the County Recorder, or legal proceedings shall have been instituted to enforce compliance with these provisions. The approval of the Committee of any plans or specifications

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submitted for approval as herein specified for use on any Dwelling Unit shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other Dwelling Units. Upon approval of the Committee acting in accordance with the provisions of this Declaration, it shall be conclusively presumed that the location and height of any Improvement do not violate the provisions of this Declaration.

Section 3.06. Special Construction Requirements. During the construction period, each Lot Owner shall be responsible to make arrangements for the use of approved temporary toilet facilities in the immediate area for construction personnel and to provide a large on-site trash receptacle and shall keep the construction site as free as reasonably possible from litter and debris. Owners and contractors shall take reasonable precautions to prevent sand from blowing onto neighboring properties by removing excess soil and performing any other measures as required by the City and by landscaping as quickly as possible.

Section 3.07. Completion Required Before Occupancy. Unless approved by the Architectural Committee, no building within the Property shall be occupied until and unless the Owner of the building shall have completed the building in accordance with, and complied with, all approved plans and specifications.

Section 3.08. Declarant and Architectural Committee Not Liable. The Declarant and Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to any Owner or Owners of Lots within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Neither the Declarant, the Architectural Committee, any member thereof, nor their duly authorized representatives shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Declarant's or the Architectural Committee's duties hereunder. Any Person acquiring the title to any Lot in the Subdivision or any Person submitting plans to the Declarant or to the Architectural Committee for approval, by so doing, shall be deemed to have agreed and covenanted that he, she, or they will not initiate any action or suit to recover damages against the Declarant or the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

ARTICLE IV - GENERAL RESTRICTIONS AND REQUIREMENTS

Section 4.01. Land Use and Building Type. All Lots shall be used exclusively for single Family residential purposes. Except as may be specifically provided in Article III hereof, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single Family Dwelling Unit with enclosed garage for at least two cars. Garages accommodating more than three cars will require special written approval. Carports are prohibited. Dwelling Units are strongly encouraged to have side-entry garages whenever possible. No Lot shall be re-subdivided and no Dwelling Unit shall be constructed or allowed to remain on any parcel within the Subdivision that comprises less than one full Lot.

Section 4.02. Dwelling Size and Materials. No single-story Dwelling Unit shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages, is 2,200 square feet or greater. No multi-story Dwelling Unit shall be constructed.

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altered, placed or permitted to remain on any Lot unless the main floor and other floors exclusive of basements, open porches and garages is a total of 2,600 square feet or greater. The Architectural Committee may approve a Dwelling Unit of a size smaller than as provided in this paragraph only where, after considering all relevant factors, it is determined to be clearly unreasonable, under the given circumstances, to require the larger size Dwelling Unit.

Exterior construction materials shall generally be limited to stone, brick, stucco, and rough-sawn or re-sawn wood siding. Exceptions may be granted for other materials such as painted metal or vinyl when used for garage doors, soffit and fascia, and for certain other areas when good cause is shown to justify such. No visible concrete block, artificial stone, slump block or thin bricks may be used in the exterior construction of any building. Wood or vinyl-clad or painted metal-clad wood window frames are encouraged. Aluminum window frames will be considered only if colored, such as white or bronze anodized (natural aluminum is not approved). Evaporative coolers shall not be allowed without the prior written approval of the Architectural Committee.

Section 4.03. Building Location. No building walls or foundation shall be located on any Lot nearer to the front Lot line or nearer to the side street line or nearer to the rear Lot line than the minimum building set-backs described under prevailing zoning (SD-R-1-15) required by the City. Notwithstanding any zoning requirements to the contrary, except where special, written approval is first given by the Architectural Committee, no building shall be located on any Lot nearer than 30 feet to the front line (20 feet for Lots on cul-de-sacs), or nearer than 20 feet to any side street line, or nearer than 10 feet to any interior Lot line, or nearer than 30 feet to the rear Lot line.

Section 4.04. Building and Landscaping Time Restrictions. No garage or other structure shall be constructed on any Lot until after commencement of construction of the single family Dwelling Unit on the same Lot except as otherwise permitted in writing by the Architectural Committee. Unless approved in writing by the Architectural Committee, the exterior construction of all structures shall be completed within a period of six (6) months following commencement of construction. To help prevent blowing sand on neighboring Lots and to minimize unsightliness, all landscaping of each Lot shall be completed within a period of (6) months following completion or occupancy of each Dwelling Unit, whichever shall occur first. Undisturbed areas of natural oak brush shall be considered landscaped. Owners may be required by the City and/or Architectural Committee to control sand blowing from lots during the construction and pre-landscaping period.

Section 4.05. Fences and Walls, Hedges and Screens. In general, perimeter fencing is discouraged. In any event, no fence, walls, or non-living screens shall be constructed on any Lot without written approval first having been obtained from the Architectural Committee. Approval will not be given to fences that are pre-cast, slump block, concrete block, non-vinyl-clad chain link or chain link with metal, vinyl or wood slats. No fences shall exceed six feet in height without the Lot Owner first showing good cause as to why an exception to this strict policy should be granted. Fence height exceptions may be granted for tennis and sport courts when constructed of aesthetically acceptable materials such as dark green vinyl chain link.

With the exception of a barrier wall which may be erected by the Declarant, as approved by the City, along the north side of Lots 101 and 123, no fences shall be allowed in the front yards from the average front line of the Dwelling Unit forward, and no fencing shall be permitted within the Little Willow Creek drainage and flood plain which passes through Lots 103, 119 and 120 and as designated

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on the Plat Map. Owners of lots 101, 122 and 123 shall be responsible to maintain, in an attractive and uniform manner, that portion of the barrier wall, installed by the Declarant as a part of the Subdivision Improvements, which lies on their Lot.

Section 4.06. Landscaping and Parking Strip. Care should be exercised to preserve and utilize existing tree masses as much as possible. Each Lot shall be landscaped and maintained in an attractive manner to help enhance and not distract from the beauty of the neighborhood.

All front yards, side yards, and rear yards shall be landscaped according to the time constraints defined in Section 4.04. Each Lot shall be landscaped and maintained in such a manner so as to prevent the blowing of sand and any erosion upon adjacent streets and adjoining properties. Front yard landscaping shall be installed and maintained in an attractive and safe manner. Due care shall be given to ensuring that trees and other plantings do not obscure sight lines of traffic or pose an inconvenience or hazard to pedestrians and bicyclists using sidewalks.

The park strip between the sidewalk and curb shall be landscaped and maintained by each Lot Owner in an attractive, safe and uniform manner according to the specifications of the Architectural Committee.

Section 4.07. Fire Protection and Hazardous Activities. Each Dwelling Unit in the Subdivision shall have installed surrounding it a sprinkler system for irrigation which shall also serve as a protection from fire. All Owners shall strictly comply with all state and City ordinances pertaining to fire hazard control. All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned shall be fitted with spark arresters. Each Dwelling Unit shall have and maintain, in operable condition, at least 100 feet of garden hose, readily accessible, connected or immediately adjacent to a year-round water source. No activities shall be conducted on any property in the Subdivision and no Improvements constructed on any Lot which are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or unlawful fireworks shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

Section 4.08. Nuisances, Unreasonable Annoyances, Noxious Activities. No noxious or offensive activity shall be carried on upon any Lot or property, nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the neighborhood. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare and, except for legitimate construction and maintenance purposes, no sound shall be emitted from any Lot or property which is unreasonably loud or annoying including, but without limitation, speakers, horns, whistles, bells or other sound devices except security and fire alarm devices used exclusively to protect any of the property or buildings; and no odors shall be emitted from any Lot or property which are noxious or offensive to others.

Section 4.09. Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Lot without written approval having been first obtained from the Architectural Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale. In addition, a sign no larger than seven square feet

many be displayed during the construction period which identifies the architect and prime contractor only. The Architectural Committee may cause all unauthorized signs to be removed. This section shall not apply to any signs required by law or those used by Declarant, his agents or assigns in connection with the original construction and sale of the Dwelling Units. A residential identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on Dwelling Units shall be located in a position clearly legible from the street, but not more than six (6) feet above the main floor level.

Section 4.10. Antennas. All television and radio antennas, satellite dishes or other electronic reception or sending devices shall be completely erected, constructed and placed within the enclosed area of the Dwelling Unit or garage on the Lot. Exceptions must first be approved in writing by the Architectural Committee. In no case will any such receiving or transmitting antenna or device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot Owner's premises or home entertainment facilities or equipment.

Section 4.11. Animals. No horses, fowls or animals, other than ordinary household pets which do not constitute a nuisance, shall be allowed within the Subdivision. Dogs and cats belonging to owners, occupants or their licensees or invitees within the Property must be kept within an enclosure (or on a leash being held by a person capable of controlling the animal). The enclosure must be so maintained that the animal cannot escape therefrom. Said household pets shall be limited in number to two (2) only of any particular species, except newborns up to the age of four (4) months of age. No animals of any kind shall be raised, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to the ordinances of the City.

Section 4.12. Storage of Vehicles and Materials. No truck larger than 3/4 ton, trailers, tractors, vehicles other than automobiles, snow removal equipment, garden or maintenance equipment, recreational vehicles including campers, campers not on a truck, snowmobiles, boats and motor homes and similar equipment shall be permitted to remain upon any Lot unless placed or maintained within a garage or located behind the front set-back line of the Dwelling Unit. No vehicles of any kind, including but not limited to automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two or three wheeled motor vehicles, or other wheeled vehicles, shall be permitted to be parked on any street within the Subdivision between the hours of 2:00 a.m. and 6:00 a.m. Recreational and other vehicles not used on a regular basis shall not be parked in driveways in front of the Dwelling Unit front set-back line, and shall be allowed to remain overnight on the property described only if housed in a garage, or located behind the front set-back line of the Dwelling Unit. Appropriate and reasonable screening may be required by the Architectural Committee. Failure to comply with the provisions hereof shall constitute a nuisance. No storage of articles, materials, equipment or vehicles of any nature is permitted in the front portion of any Lot except that a reasonable number of regularly used passenger cars can be parked on driveway areas.

Section 4.13. Open Garage Doors. To preserve neighborhood beauty, all garage doors shall be equipped with electric closers and garage doors shall be kept closed when not entering or exiting.

Section 4.14. Rubbish and Unsightly Debris, Etc. Notwithstanding any other provision in the Declaration, no Owner shall allow his Lot to become so physically encumbered with rubbish, unsightly debris, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Architectural Committee. No lumber, grass, shrub or tree clippings, plant waste, metals, loose tires, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Lots. Refuse,

garbage and trash shall be placed and kept at all times in covered containers and such containers shall be kept within an enclosed structure or appropriately screened from view. Storage piles, compost piles, and service areas shall be appropriately screened from view. Hanging, drying or airing of clothing or household fabrics shall not be permitted on Lots if visible from buildings, Lots or areas surrounding the Lot.

Within 20 days of receipt of written notification by the Committee of such failure, the Owner shall be responsible to make appropriate corrections.

Section 4.15. Temporary Structures, Etc. No structure of a temporary character, or trailer, camper, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, unless first approved in writing by the Architectural Committee and the Declarant. No old or secondhand structures shall be moved onto any Lot, it being the intention hereof that all Dwelling Units and other buildings erected on Lots shall be new construction of good quality, workmanship and material.

Section 4.16. Non-Residential Uses. No part of the Property shall be used for any commercial, manufacturing, mercantile, vending, or other such non-residential purposes unless approved in writing by the City and Architectural Committee, provided however, that professional and administrative occupations may be carried on within the Dwelling Unit so long as there exists no meaningful external evidence thereof and such does not create a traffic or parking problem. The Declarant, its successors or assigns may use the Property for model homes, displays and sales offices during the construction and sales period.

Section 4.17. Drilling Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas or water shall be erected, maintained or permitted upon any Lot.

Section 4.18. Leases. Any lease agreement between an Owner and a lessee respecting a Lot or Dwelling Unit shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of this Declaration shall be a default under the lease. All such lease agreements shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Dwelling Unit.

Section 4.19. No Further Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee.

Section 4.20. Repair of Buildings. No Improvement upon the Property shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept and maintained in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

Section 4.21. Improvements and Alterations. There shall be no excavation, construction or alteration which in any way alters the exterior appearance of any Improvement within the Property nor removal of any Improvement within the Property (other than repairs) without the prior written approval of the Architectural Committee pursuant to Article III hereof.

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Section 4.22. Access. All travel within the Property is restricted to street rights-of-way. Anyone taking "short-cuts" between streets is trespassing on a private Lot.

Section 4.23. Motorbikes. All motorcycles, trail bikes, three or four-wheel powered devices, snowmobiles, automobiles, two or four-wheel drive recreation type vehicles are to be operated only on established roads and streets by licensed operators in compliance with Utah Law, and are specifically prohibited from all walkways.

Section 4.24. Mail Boxes. All Mail Boxes are to be approved by the Architectural Committee as part of the approval process in Article III.

ARTICLE V - UTILITIES, EASEMENTS AND FLOOD CONTROL

Section 5.01. Easements for City and County Public Service Use. There shall be and Declarant hereby reserves and covenants for itself and all future Owners within the Subdivision, easements for City, county, state and federal public services and for public utilities, including but not limited to, the right of the police to enter for the purpose of enforcing the law and for the fire department to service emergencies. A 20-foot wide emergency vehicle access easement with crash gate shall be maintained between Lots 102 and 103. No vehicles or other materials or objects shall obstruct said easement either temporarily or permanently.

Section 5.02. Underground Utility Lines. All water, gas, electrical, telephone, cable television and all other utility lines within the limits of the Subdivision shall be buried underground and may not be exposed above the surface of the ground.

Section 5.03. Utility Easements. Easements for installation and maintenance of drainage facilities and public utilities are reserved over the front ten feet, the side five feet and the rear ten feet of each Lot. In addition, wider utility easements are reserved on certain lots as designated on the official Plat Map. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. However, the Architectural Committee may approve a structure such as a fence or wall or landscaping when constructed at the Lot Owner's own risk of having it dismantled, removed, or destroyed where necessary because of drainage or public utility servicing, installation, alteration or maintenance. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible to maintain.

Section 5.04. Flood Control Responsibility. No structures shall be constructed or allowed inside the limits of the 100 year flood plain of the Little Willow Creek drainage and flood plain. All Dwelling Units and other structures shall be required to comply with Chapter 15-20 ("Floodplain Hazard Regulations") of the City's Development Code. Except where required of the Declarant by the City during the development phase, the construction of berms, channels or other flood control facilities is the sole responsibility of the Lot Owner and shall be performed in accordance with plans approved by the City and Salt Lake County Flood Control District.

Section 5.05. Design of Flood Control Facilities. Each Lot Owner shall maintain, at his own expense, flood control facilities on his individual Lot in such a manner as to provide flood protection

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according to guidelines and designs approved by the City and Salt Lake County Flood Control District.

Section 5.06. Recourse. In the event the Lot Owner does not erect or maintain flood control facilities in an approved manner, the City and/or Salt Lake County Flood Control District shall have the right to repair, construct or otherwise maintain such facilities at the expense of the Lot Owner.

ARTICLE VI - DURATION AND AMENDMENT

Section 6.01. Duration of Declaration. Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the Rule Against Perpetuities, shall continue and remain in full force and effect for the period of fifty (50) years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until September 1, 2043, provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the Owners of not less than two-thirds of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the Owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

Section 6.02. Amendment. At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the Owners of not less than two-thirds of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a Mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

Section 6.03. Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in any Lot in the Subdivision does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such Person acquired an interest in the Lot, or any portion hereof.

ARTICLE VII - ENFORCEMENT

This Declaration may be enforced as follows:

(a) All Lot Owners hereby agree, consent to, and appoint the Architectural Committee to bring any and all necessary legal or other actions to enforce the provisions of this Declaration. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be temporarily or permanently enjoined by the Declarant, any Owner or by the Architectural Committee. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable,

in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants, conditions or restrictions contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy shall be applicable against every such result and may be exercised by Declarant, any Owner, or by the Architectural Committee.

(c) The remedies herein provided for breach of the covenants, conditions or restrictions contained in this Declaration shall be deemed cumulative and none of such remedies shall be deemed exclusive.

(d) The failure to enforce any of the covenants, conditions or restrictions contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration shall not affect or impair the lien or charge of any bona-fide first Mortgage made in good faith and for value on any residential Lot or the Improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, conditions or restrictions whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise, but shall not be liable for prior breach.

ARTICLE VIII - MISCELLANEOUS

Section 8.01. Severability. Invalidation of any one of the covenants, conditions or restrictions contained in this Declaration, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 8.02. Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural and the masculine shall include the feminine.

Section 8.03. Covenants, etc. Shall Run with the Land. All of the limitations, restrictions, easements, conditions and covenants contained in this Declaration shall run with the land and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property or any part thereof, shall inure to the benefit of each Owner, and are imposed upon said real property as a servitude in favor of each Lot thereof as the dominant tenement or tenements.

Section 8.04. Liability. Neither the Declarant, its assignee, delegee, the Architectural Committee or members thereof shall be liable to any person for any action or failure to act hereunder.

Section 8.05. Annexation of Additional Property. Any real property may be annexed to the Project in the discretion of the Declarant. Such real property shall be made subject to this Declaration at the time it is annexed. Any and all additional phases to the Property or the Autumn Ridge at Hidden Valley Project shall be subject to this Declaration at the time such phases are annexed.

