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RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: B GRAY DEPUTY - WI

DECLARATION  
OF  
COVENANTS,  
CONDITIONS  
AND  
RESTRICTIONS  
FOR  
WILDROSE SUBDIVISION  
DRAPER CITY, UTAH

BK 7157 PG 2259

**DECLARATIONS OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR WILDROSE SUBDIVISION PHASES 1 and 2  
DRAPER CITY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDROSE SUBDIVISION, is made and executed this 25th day of May, 1995, by, Lunt Enterprises L.C., referred to below as "Declarant".

**RECITALS:**

A. Declarant is the owner of the following described real property (the "Entire Property") located in Salt Lake County, Utah:

All of lots 101 through 148, inclusive, WILDROSE SUBDIVISION, according to the official Plat thereof on file and of record in the Salt Lake County Recorders Office.

Phases 1 and 2

B. Declarant intends to develop a residential subdivision on the Entire Property. Declarant will develop and convey all of the lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the lots within the Subdivision.

**DECLARATION:**

DECLARANT HEREBY DECLARES that all the lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and improved servitude set forth in this Declaration, all of which are created for the mutual benefit of the Owners of the lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values of the lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the lots. The Covenants, Conditions and Restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the lots, and shall inure to the benefit of all other lots in the Subdivision to be located on the Entire Property. The Covenants, Conditions, and Restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner, of a lot within the subdivision on the Entire Property. An instrument containing protective covenants, conditions and restrictions

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substantially similar to the covenants set forth in this Declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis to address differences in the circumstances affecting Lots to be constructed after the initial phase, shall be recorded against Lots in subsequent phases of the subdivision of the Entire Property.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes within the Subdivision; (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision.

## COVENANTS, CONDITIONS AND RESTRICTIONS:

### ARTICLE I

#### DEFINITIONS

Unless the context clearly requires the application of a more general meaning the following terms, when used in this Declaration, shall have the following meanings:

"Additional Property" shall mean the balance of the Entire Property not included within recorded Plats.

"Architectural Committee" shall mean the committee created under Article III of this declaration.

"City" shall mean Draper City, Utah and its appropriate departments, officials and boards.

"Declarant" shall mean and refer to Lunt Enterprises L.C., a Utah corporation.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions. The Subdivision Plats for WildRose Subdivision, and the easements and other matters shown on any such Plat, are also incorporated into this Declaration reference.

" Dwelling " shall mean the single family residence built or

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to be built on any Lot, including the attached garage.

"Entire Property" shall have the meaning set forth in the recitals.

"Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

"Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

"Owner" shall mean the person or persons having title to any lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation, including the trustee and/or beneficiary under a Deed of Trust or mortgagee under a mortgage.

"Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

"Plat" shall mean an official ownership plat of any phase of the Wildrose Subdivision as approved by Salt Lake County and recorded in the office of the Salt Lake County recorder, as it may be amended from time to time.

"Property" shall have the meaning set forth in the recitals.

"Subdivision" shall mean all phases of WildRose Subdivision and all Lots, and other property within the Subdivision as shown on the plats covering the Entire Property.

"Subdivision Improvements" shall mean all subdivision improvements to be installed outside of the boundaries of lots or within easements as identified on the Plats that are necessary to provide public road access and utility service to the Lots, and including other construction work required to comply with any conditions of the City or County of other governmental agencies to the approval of the Subdivision or any Plat thereof.

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## ARTICLE II

### RESTRICTIONS ON ALL LOTS

The following restrictions on use apply to all lots within the Subdivision.

Zoning Regulations. The lawfully enacted zoning regulations of Draper City and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

Non-Residential Uses. No part of the property shall be used for commercial, manufacturing, mercantile, vending, or other such non-residential purposes. Provided, however, that professional and administrative occupations may be carried on within the residence so long as there exists no meaningful external evidence thereof.

Restriction on Signs. The Subdivision may be identified by the permanent signs which have been or will be constructed as part of the wild rose and entry structure. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction, Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed six square feet. The Declarant may erect a sign at the entrance to the Subdivision for a period of no more than two years after the recordation of the last Plat within the Subdivision announcing the availability of lots and giving sales information. No permanent signs stating the address or the name of the owner of the lot may be installed without the advance consent of the Architectural Committee.

Completion Required Before Occupancy. No dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by Draper City.

Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on the Lot.

Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that lot. No propane tanks or oil

tanks may be installed on any Lot except for temporary heat during construction.

Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No owner shall permit his lot or the Improvements on it to fall into disrepair.

No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained barbecues).

No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as storage in tight containers in an inclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, or equipment on the Lot in a manner that is visible from any other lot or any public street.

Storage of Vehicles. No trucks larger than 3/4 ton, trailers, recreational vehicles, including campers, 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 a semi-private or private fence behind the front set-back line of the residence. Recreational and other vehicles shall not be parked overnight on the street or in driveways in front of the residence front set-back line for more than twenty-four (24) hours, and shall be allowed to remain more than twenty-four (24) hours on the property described only if housed in a garage or located behind a semi-private or private fence behind the front set-back line of the residence.

Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All dwelling units must be connected to the sanitary sewer system.

No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the

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property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling unit the permanent heating system is installed and operational.

Drainage. No Owner shall after the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his lot without first using reasonable means to dissipate the flow energy.

Animals. All owners shall adhere to any and all applicable county, city or other ordinances in respect to animals, including but not limited to types, numbers, etc. It is recommended that each owner familiarize themselves with all restrictions.

No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a lot shall be for a period of less than 30 days. No Dwelling on a lot shall be subjected to time interval ownership.

No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architecture Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwelling units within the Subdivision.

Combination of Lots.

(a) Authority to Combine Lots. Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining Lots within the Subdivision.

(b) Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the lots may not be independently sold once construction has commenced on the Improvements for the combined Lot. The owner of any lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the owner and the legal description of the lots combined, which notice will state that the two lots have been combined and cannot subsequently be subdivided. The lot owner shall record this notice with the Salt Lake County Recorder upon the commencement of construction of the dwelling on the combined lots. A copy of the recorded notice shall be given to the committee by the lot owner.

ARTICLE III

ARCHITECTURAL COMMITTEE

It is the intention and purpose of these covenants,

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conditions and restrictions to impose architectural standards on the Improvements to any lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

Architectural Committee Created. The Architectural committee will consist of three members. The initial committee will consist of three people appointed by the Declarant, who do not need to be Owners. The Committee shall act by a majority vote of those present in any meeting duly called for conducting the official business of the 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, which, at its option, may temporarily delegate or forever assign such powers and responsibilities, or other powers and responsibilities given to it by this Declaration, to the assignee. Such assignment shall be express and in writing and until such assignment, the assignee shall not possess any powers or responsibilities with respect to such Committee.

Approval by Committee Required. No building, residence, Dwelling, garage, carport, outbuilding, fence, wall may be constructed, erected, or installed in the Subdivision without the prior consent of the Architectural Committee, which may consider such factors as (but not limited to) the quality of workmanship and materials, design, harmony of external design with existing project structures, location with respect to topography and finish grade elevation, preservation and enhancement of the natural beauty of the area and safety. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any Dwelling must be submitted to the Committee for review. The plan must be in sufficient detail to show the location on the lot of the exterior walls of the Dwelling and all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and a plan drawing showing the location of fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. The review fee shall be \$100, payable in cash at the time the plans are submitted for review.

(c) Review. Within 45 days from receipt of a complete

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submission, the committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. No final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction that is not in strict compliance with the approved plans will be permitted.

(d) Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years. The Committee will also provide evidence of this approval for the City, if requested by the Owner.

(e) Failure to Act. If the committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved.

Variances. Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. The Architectural Committee cannot grant a variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

Declarant and Committee not Liable. The Declarant and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of an Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce these covenants against every other owner, and may seek independent redress if it believes the Committee has acted improperly.

Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or

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ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

#### ARTICLE IV

##### ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

Improvements on any Lot shall be subjected to the following restrictions and architectural design standards:

Number of Dwellings. Only one Dwelling may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars. No other storage building, out building, or habitable structure may be permitted on any Lot, unless specifically reviewed and approved by the Architectural Committee.

Dwelling Size. The ground floor area of the main structure (rambler) one-story not including open porches and garages, shall be not less than 1,800 square feet. A two-story home shall have not less than 2,300 square feet above ground, and minimum of 1,200 square feet on the ground floor area. Three and four level homes must have not less than 2,200 square feet finished. A two car attached garage with not less than 500 sq. ft. is required, and Declarant would recommend three car garages.

Dwelling Height. No structure shall exceed two stories above the ground level for living space or be more than thirty-five feet in height, without prior written approval of the Architectural Control Committee and Draper City.

Dwelling Setback and Placement. No building shall be erected upon and residential site so that any part thereof, excluding eaves and overhangs, shall be:

1. Closer than (30) feet to the front boundary line of said premises which extends along a platted street in the Subdivision.
2. Closer than (12) feet to any side boundary line.
3. Closer than (20) feet to any rear boundary line of said premises.

Draper City has advised that although all Lots meet minimum area requirements, the Owner or Builder of a Corner Lot needs to look closely at the setback requirements to insure there is adequate building pad area after all setbacks are applied.

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Masonry Requirement. No structure shall be built with less than 25% brick or stone, and no structure shall be built with less 100% of all the faces of the structure of either brick, stone or stucco (with at least 50% of the front being either brick or stone) unless otherwise approved by the Architectural Committee. The use of metal soffet or facia sections is encouraged.

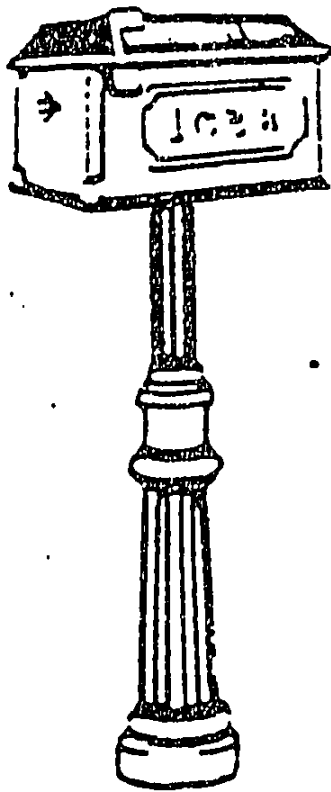
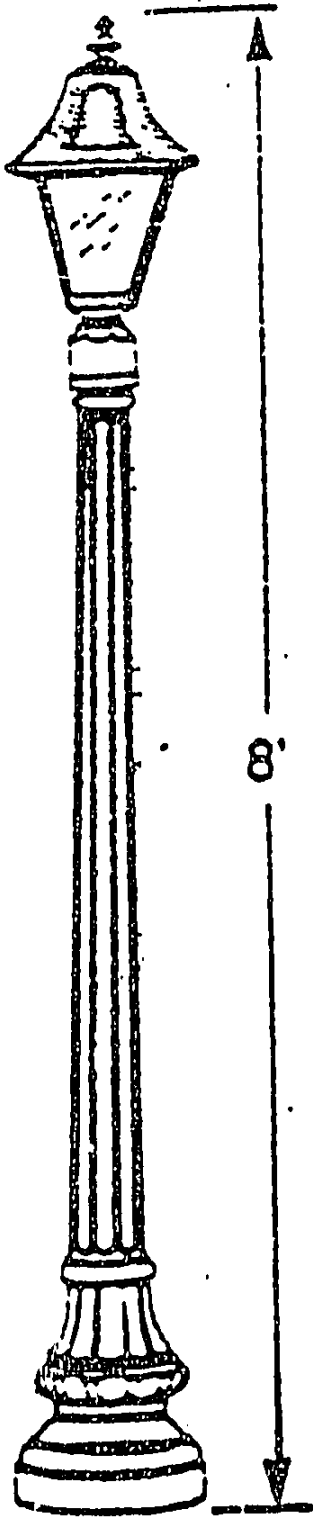
Antennas. All antennas must be enclosed within the Dwelling. Any satellite dishes must be located and screened in a manner so that they are not directly visible from adjoining Lots. No Solar panels will be permitted.

Balconies and Decks. Any balcony or deck that is more than 24 inches above the natural grade must be constructed in compliance with the following: The area under any deck must either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than 3 feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished and painted or stained to match the trim of the house.

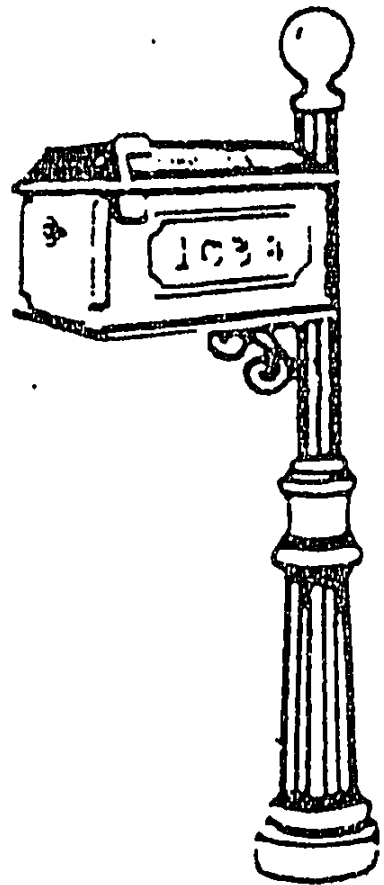
Yard Lamp Posts. Each Dwelling shall have at least one exterior front yard lamp post, installed and in operation at the time of occupancy. The location of the lamp post shall be three (3) feet away from both the sidewalk and the driveway. The front yard lamp post shall be wired with a photo electric cell so that it will be on during all night hours and must be maintained in good operating order. The lot owner shall Contact the Architectural Committee when he or she is ready for the yard lamp post. The cost of the yard lamp, to the lot owner, will be \$246.05, payable at the time the lot is closed.

Mailbox Stand. Each Dwelling shall have a brick mailbox or a cast aluminum mailbox, model #5523A. Lot Owner may choose from one or the other. If the cast aluminum mailbox is chosen, the lot owner may save \$36.95 by pre-ordering the mailbox at closing. The cost of the mailbox, to the owner, is \$227.05, payable at the time the lot is closed. If the lot owner decides not to pre-order the mailbox, he or she may call Lee at Mel Northey co. at 1-800-828-0302. When ordering specify Wildrose Subdivision. The Price would then be \$239.00 plus \$25.00 Freight, mailbox numbers are additional. Model #5523B may be purchased for \$279.00 plus freight.

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5523A



5523B

## ARTICLE V

### CONSTRUCTION COVENANTS

In order to minimize the inconvenience to adjoining Owners during periods of construction within the Subdivision, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which Owner is liable.

Portable Office or Trailer. A builder or general contractor constructing a home on a Lot may utilize a portable office or trailer during the construction period time only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the Building Permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

Construction Debris Removal. The builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Subdivision.

Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be removed from the site at such time as the permanent plumbing system is operational.

Construction Sign. During periods of actual construction on the Dwelling, the Owner or builder may install a sign not to exceed six square feet in area identifying the lot and the builder. The sign must also comply with any signage ordinance enacted by the City after the date of the Declaration. The sign must be removed upon completion or abandonment of construction.

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Hours of Work. Recommended working hours on the site shall be limited to the period beginning one half hour after sunrise and ending one half hour before sunset, unless otherwise restricted by City ordinances. The Builder is responsible for controlling noise emanating from the site.

Construction Completion. No construction shall be undertaken without a Building Permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. When construction has started on any residence or other structure, work thereon must be completed within a reasonable length of time (Nine (9) Months shall be reasonable). Initial construction on a residence on any lot must begin within two years of the closing of the purchase of said Lot.

## ARTICLE VI

### LANDSCAPE STANDARDS

It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each lot is subject to the following Landscape Standards:

Landscaping Standards. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the following schedule. The front and side yards of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling, whichever shall occur first. The rear yard shall be landscaped within a period of eighteen (18) months following completion or occupancy of each dwelling. The Owner may plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species.

Placement of Trees. The Lot Owner is required to purchase at least three (3) London Plane Sycamore trees who own small lots, and at the most, six (6) Sycamore trees who own large lots. The trees will be planted forty (40) Feet apart, in the landscape strip between the back of the curb and the sidewalk in front of his or her Lot at the location as designated by the Architectural Committee. The Lot Owner shall plant and provide those trees with sprinkler system and maintain those trees. The Lot owner is responsible to purchase the trees for \$135.00, payable at the time the lot is closed. The trees shall be planted at the time of occupancy of each dwelling. When the lot owner is ready to plant the trees, the lot owner shall contact the Architectural Committee, which will mark the spot where the trees are to be planted. When picking up the trees, at Roth Nursery, specify the trees are for Wildrose Subdivision.

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Landscape Strip. The strip between the back of the curb and the sidewalk shall be landscaped by the lot owner, with only the species of the tree specified in the Subdivision Architectural Plan. Only lawn and trees shall be permitted in the parking strip. No other paving, or other landscape development in this strip is allowed without the specific written approval of the Architectural Committee. Each Lot Owner has the duty to maintain this landscaped strip in a good state of repair and in an attractive, safe and healthy condition.

Sprinkler System. All landscape and lawn areas shall be provided with permanent automatic underground sprinkler systems.

Fences. Fencing of Lots along the Lot line shall be permitted in the Subdivision only upon approval from the Architectural Committee. The area that may be fenced shall be limited to the side yards and the rear yards of the Lots. Front yard fences are discouraged. No pre-cast fences, chain link or other wire fencing which utilize vinyl, wood or metal slats are permitted in the subdivision.

## ARTICLE VII

### OWNER'S MAINTENANCE OBLIGATIONS

It is the obligation of each owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

Duty to Maintain. It is the obligation of the owner of each Lot to maintain his lot and improvements to the lot in a good state of repair and attractive, safe, and healthy condition.

Repair by Committee or others. In the event that an owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fail to comply with any other covenant or restriction in violation of this Declaration, the Architectural Committee may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Architectural Committee shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Architectural Committee a lien on the Lot and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Architectural Committee in the manner prescribed in

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Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Architectural Committee may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgement rate under applicable state law.

Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee.

Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damage structure will be permitted to remain on any Lot for more than 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Architectural Committee.

## ARTICLE VIII

### GENERAL PROVISIONS

The Covenants, Conditions, and Restrictions contained in this Declaration may be enforced as follows:

Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Architectural Committee or by any other Owner.

#### Remedies.

(a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Architectural Committee in its own name. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys fees and costs of court.

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(b) Nothing in this Declaration shall be constructed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These Covenants are to be constructed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against other similar violations.

Severability. Each of the Covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining Covenants shall remain in full force and effect.

Limited Liability. Neither the Declarant, or the Architectural Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgement or authority, under these Covenants, and without malice.

Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration. Any amendment must be in writing and be approved by 75% of the Owners at the time of the amendment and the consent of the Owner of the Additional Land, if any portion of the Additional Land has not been subdivided at the time. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment. No amendment which limits the rights of the declarant or its successors in interest to expand the subdivision or otherwise affects the additional Land shall be effective without the written consent of the Declarant or other Owner of the Additional Land.

Construction Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions, and Restrictions against his Lot, whether or not there is any reference to this declaration in the instrument by which he requires his interest in any Lot.

Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is provided or not, provided that any mailed notice must have postage pre-paid

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and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

Mortgages Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Entire Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

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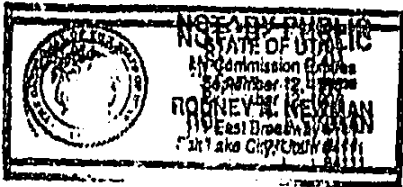
Executed on the date stated above

Lunt Enterprises L.C.

By: David P. Lunt  
David P. Lunt, President

STATE OF UTAH )  
County of Salt Lake ) :SS

On the 25<sup>th</sup> day of May, 1995 personally appeared before me, DAVID P. LUNT, who being by me duly sworn, did say that he is the President of Lunt Enterprises L.C. a Utah Corporation, and that the within and foregoing instrument was design on behalf of said corporation by authority of a resolution of its board of directors and said DAVID P. LUNT duly acknowledged to me that said corporation executed the same.



Rodney W. Newman  
NOTARY PUBLIC  
Residing at: SCC, UT

My Commission Expires:

9/12/98.

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