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NANCY WORKMAN

RECORDER, SALT LAKE COUNTY, UTAH

BRIAN STEFFENSEN

2159 S 700 E SUITE 100

SLC UT 84106

BY: JLP, DEPUTY - WI 37 P.

When Recorded, please mail to:
MEADOWLANDS ARCHITECTURAL COMMITTEE
C/O SCOTT TURVILLE
3643 HIGHLAND DR. SUITE 100
SLC, UT 84106

02/25/1999

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE
MEADOWLANDS SUBDIVISION PHASE 5**

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WHEREAS, the undersigned, JMS-Meadows L.L.C., a Utah limited liability company (the "Declarant") is the legal and beneficial owner of a certain tract of land (the "Property") situated in Salt Lake County, State of Utah, as more fully described Exhibit "A" attached hereto, and

WHEREAS, Declarant desires to subject the Property to the provisions of this Declaration to provide covenants, conditions and restrictions applicable to the Property and the development thereof into a private residential community of single-family parcels; and

WHEREAS, Declarant intends to sell Lots (as defined herein) within Subdivisions within the Property, pursuant to a general plan of improvement and subject to certain covenants, conditions, restrictions and agreements between and among the several purchasers of said Lots, as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be sold, transferred, conveyed, used, leased, occupied, developed, resided upon, mortgaged, or otherwise hypothecated or otherwise encumbered, and held subject to the following covenants, conditions, restrictions, agreements, easements, assessments and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and Lots hereby or hereafter made subject hereto. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the Property and Lots now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of a Lot, and any owner of any other portion of the Property, including Declarant.

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1. DEFINITIONS. The following words, when used in this Declaration shall have the following meanings:

1.1. "Committee" means the Architectural and Structural Control Committee referred to in Section 8 of this Declaration.

1.2. "Declarant" means and refers to JMS-Meadows, L.L.C., a Utah limited liability company, and the successors-in-title and assigns of JMS-Meadows, L.L.C., provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the Property, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Property, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

1.3. "Lot(s)" means each of those plots of land so designated upon any Subdivision plat filed in the Salt Lake County Recorder's Office, affecting the Property or any portion thereof, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of street improvements, a single family dwelling site as shown on such Subdivision plat.

1.4. "Mortgage" means any mortgage, deed of trust, or other instrument to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

1.5. "Mortgagee" means the holder of a Mortgage.

1.6. "Owner(s)" means and refers to the record owner, whether one or more Persons, of the fee simple title to any Lot. "Owner" does not include any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.7. "Person(s)" means any natural person, as well as a corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity. If this Declaration allows or requires a vote, act or action, a "Person" which is a corporation, joint venture, partnership, association, limited liability company, trust or other legal entity, other than a natural person, may act by an

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officer, director, partner, trustee, manager, or other agent or legal representative designated in a properly executed writing delivered to the Association, Committee, or Declarant, as the case may be.

1.8. "Property" means the two tracts of land located in Salt Lake County, Utah, which are more fully described on Exhibit "A" attached hereto.

1.9. "Subdivision(s)" means the portion of the Property divided into Lots, each as a tract or parcel of real property for a single family dwelling, and for which a Subdivision plat is recorded in the office of the Salt Lake County Recorder.

2. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property located in Salt Lake County, Utah, described on Exhibit "A" to this Declaration.

3. MUTUAL AND RECIPROCAL BENEFITS BETWEEN AND AMONG LOTS, OWNERS, DECLARANT AND THE PROPERTY. All of the covenants, conditions, restrictions and agreements set forth in this Declaration are for the direct and mutual and reciprocal benefit of the Property and each and every Lot hereafter created from time to time and are intended to create reciprocal rights and obligations between and among the respective Owner(s) of each and all of the Lots and to create a privity of contract and estate between and among the Owners of each and all of the Lots, their heirs, successors and assigns, and shall, as to the Owner(s) of each Lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots.

4. PERSONS BOUND BY THIS DECLARATION. All covenants, conditions, and restrictions herein stated shall run with the land and all Owners, purchasers or occupants thereof shall, by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented and agreed with the present and future Owner(s) of each Lot and Declarant, and with their respective successors and assigns to conform to and observe the following covenants, conditions, restrictions and stipulations as to the use thereof and construction of residences, structures and improvements thereon.

5. DURATION. The provisions of this Declaration shall be and remain effective for a period from the date hereof to January 1, 2021, at which time said covenants, conditions, restrictions,

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stipulations and agreements shall be automatically extended for successive periods of 10 years, unless, by an affirmative vote of seventy-five percent (75%) of the Owners of Lots within recorded Subdivisions within the Property, it is agreed to amend or release said covenants in whole or in part and such agreement is evidenced by an appropriate written agreement specifying the restriction(s) amended or released, signed by the then Owners of said seventy-five percent (75%) of the eligible votes of Owners of Lots within recorded Subdivisions within the Property, and filed with the Office of the County Recorder of Salt Lake County, Utah. Every purchaser or grantee of any Lot or any interest in any of the Property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration shall be extended and renewed as provided in this Section.

6. AMENDMENT. These restrictions, conditions, covenants and agreements, however, may be changed, altered or amended at any time by the affirmative action of the Owners of seventy-five percent (75%) of the eligible votes of Owners of Lots within recorded Subdivisions within the Property. Such changes shall be evidenced by the execution of an appropriate agreement in writing signed by the Owners of seventy-five percent (75%) of the eligible votes and filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Provided, however, that any amendment or release regarding paragraph 7.1 of this Declaration shall require a unanimous vote of all of the individual legal Owners of all of the Lots in all Subdivisions. Any such change shall be evidenced by the execution of an appropriate agreement in writing signed by one hundred percent (100%) of such Owners filed for record in the Office of the County Recorder of Salt Lake County, Utah.

7. RESTRICTIONS ON USE, CONSTRUCTION, LOCATION OF IMPROVEMENTS.

7.1. LAND USE. No Lot shall be used except for residential purposes, for a single-family dwelling and accessory buildings, structures and facilities for one family. Not more than one single family dwelling shall be built on any Lot. In the event of any conflict between provisions of this Section and any other Section or provision of this Declaration, this Section shall predominate and prevail.

7.2. BUILDING TYPE, HEIGHT, GRADING, SIZE. No buildings shall be erected, altered, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one half (2 ½) stories or thirty feet (30'), and a private garage or carport for not less than one (1) nor more than four (4) vehicles and such accessory buildings, structures facilities and appurtenances as may be approved by the Committee. Depending upon the design of the dwelling structure, the

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Committee may, if it deems such action advisable, approve parking inside the dwelling structure for more than four (4) vehicles. Notwithstanding the foregoing, unless approved in writing by the Committee, the height of any building, structure, facility or appurtenance thereto, at any point, shall not be higher than thirty feet (30') above the Grade of the Lot.

The Committee shall have power to further adjust the number of stories and the height of structures upon any and all Lots in order to achieve compatibility of proposed design and improvements with other Lots in any Subdivision within the Property.

The Committee, in reviewing plans for proposed improvements, dwellings, buildings, structures, facilities and appurtenances, may consider the impact of such upon the views, from other Lots, in approving, denying or conditionally approving the proposed dwelling, buildings, structures, facilities, appurtenances or improvements, or in granting any variance or exception thereto pursuant to Section 8.5 hereof.

Every detached single family dwelling, exclusive of garages and open porches, erected on any Lot shall have a minimum above grade finished living area, excluding garages, of one thousand-one hundred (1,100') square feet. Above grade square footage may be calculated in some cases from four (4') feet below grade.

7.3. MOVING OF STRUCTURES. No structure of any kind shall be moved from any other place to any Lot, except for new factory built or manufactured dwellings or accessory buildings specifically approved, prior to placement on the Lot, by the Committee.

7.4. TEMPORARY STRUCTURES. No trailer, basement, tent, shack or other out- building shall be placed upon any Lot or used at any time within any Subdivision as a temporary or permanent residence. Subject to ordinances of West Valley City, a trailer or other temporary building may be placed upon a Lot during construction solely for the purpose of facilitating construction management, but not as a residence or for overnight accommodation, and shall be removed from the Lot immediately upon completion of construction of the dwelling on the Lot.

7.5. DILIGENCE IN BUILDING AND LANDSCAPING. When the erection or remodeling of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within twelve (12) months, without deviation from the plans approved by or approvals given by the Committee. No building shall remain incomplete or any remodeling unfinished for any reason for a period in excess of twelve (12) months from the date physical construction commenced.

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Installation of all required landscaping in conformance with approved plans shall begin no later than one (1) month after a Certificate of Occupancy (C.O.) is issued by West Valley City; except that if the C.O. is issued between October 15th and the following April 1st, installation of landscaping shall begin no later than April 30th. Landscaping shall be substantially completed within six (6) months after landscaping is commenced.

7.6. COMPLIANCE WITH ZONING AND BUILDING ORDINANCES OF WEST VALLEY CITY. All excavation work, foundations, construction, buildings, and landscaping in any Subdivision shall be done, performed, placed or constructed, as the case may be, in, on or upon each Lot in accordance with the provisions of West Valley City Zoning and Building Ordinances in effect when the buildings are constructed or remodeled. This provision shall not affect the applicability of the other provisions hereof.

In the event that a variance is needed from the West Valley City Zoning and Building Ordinances, then simultaneously with applying for said variance, the Lot Owner shall submit to the Committee the following: (a) a copy of the completed West Valley City variance application bearing signatures of the applicant as well as any adjacent Lot Owners whose consent is being sought and (b) the Meadowlands CC&R Variance Request Form as described in Section 8.5 to this Declaration. In addition to receiving approval from West Valley City for any variance to West Valley City Zoning and Building Ordinances, such variances must be approved by the Committee.

7.7. SET BACKS. All front yard setbacks will vary randomly. No two side by side dwellings may have the identical setback. Minimum front set back will be eighteen (18') feet. Maximum front setback will be thirty (30') feet. Such set backs must comply with all applicable zoning regulations and must be approved by the Committee prior to the start of construction. No dwelling shall be located on a Lot nearer than eight feet (8') to any interior side Lot line, except in cases where the dwelling is designed with a side entrance garage, where the side setback on one side may be six feet (6') (the side opposite the 8' public utility easement). No dwelling shall be located on any Lot nearer than twenty feet (20') to the rear Lot line. No structure shall be located nearer than ten feet (10') to the rear lot line. The location of all dwellings and any permitted detached garage or other detached accessory buildings or structures must be approved in writing by the Committee prior to the start of construction and must comply with all applicable West Valley City regulations.

For the purpose of this covenant, eaves, steps and open porches without roofs will not be considered as a part of a building unless otherwise indicated by the Committee prior to

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approval of the Plans; provided, however, that this shall not be construed to permit any portion of any building on any Lot to encroach upon another Lot.

7.8. DRAINAGE AND UTILITY EASEMENTS. Easements and rights-of-way over portions of the Property as shown on any Subdivision plat have been or shall be dedicated as drainage and/or utility easements for the use of West Valley City, public or private utility companies or entities, for the erection, construction, maintenance and operation therein or thereon of drainage conduits, ditches, or pipes and for pipes, conduits, poles, wires, cables, and other means of conveying to and from the Lots, gas, electricity, power, water, telephone, communication services, cable television, telegraph services, sanitary sewer, storm drainage, and other services for convenience of Owners of Lots.

7.9. UNDEVELOPABLE AREA; OPEN SPACE EASEMENTS:

7.10. LANDSCAPING; NATURAL VIEWS. On all vacant, unimproved Lots and until construction of an approved dwelling thereon commences, all vegetation shall be maintained in its present, natural state or, at the Owner's option, be enhanced by landscaping with trees, lawns, shrubs or other plantings which shall be properly nurtured and maintained or replaced at the Owner's expense. Specifically, on vacant, unimproved Lots, the natural grasses and weeds located within any Lot shall be periodically maintained, mowed or trimmed in order to minimize the fire hazard and to enhance their appearance. The Owner of a Lot at such Owner's expense shall perform such maintenance, mowing or trimming within ten (10) days of receipt of written notice from the committee. If such maintenance is not performed within ten (10) days of such notice, the committee may undertake to do the work and recover payment from the Owner for the costs incurred by such action, and record a lien against the Owner's Lot to secure the repayment of all such costs.

Upon completion of a dwelling or other structure approved by the Committee, all Lots shall be landscaped with trees, lawns, shrubs, or other plantings which shall be properly nurtured and maintained or replaced at the Owner's expense.

Gravel, cinder or other "no plant" areas shall not be permitted in front yards or side yards except in the storm drainage swales as otherwise provided in Section 7.8 above.

All landscaping must be in accordance with the provisions of this Declaration, including approval as required by Section 8.2.

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7.11. PROHIBITION AGAINST SOIL EROSION AND RUNOFF. It shall be the responsibility of each Owner of a Lot to direct site work relative to such Lot in a manner to minimize erosion and runoff. Construction shall be conducted in such a manner as to maintain all soils on-site and prevent the movement of earth, runoff water, materials or construction debris onto neighboring property, including public streets, or into the storm drainage system.

7.12. SOILS, GEOTECHNICAL REQUIREMENTS. Soils and geotechnical reports for the property have been issued by AGRA Earth and Environmental, Inc. entitled "Report of Geotechnical Investigation-- dated May 2, 1996 (the "Report"). The Report has been filed with the West Valley City Planning Commission. All requirements of Salt Lake City and the Report must be complied with in the construction of all buildings, structures and facilities on all Lots. The Declarant makes no warranties of any kind relative to soils or geotechnical matters.

8. ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE.

8.1. MEMBERS; QUORUM. An Architectural and Structural Control Committee (hereinafter "the Committee"), consisting of three (3) members is hereby created. The Control Committee may fill vacancies in the Committee and remove members thereof at their pleasure.

The initial notice address of the Architectural and Structural Control Committee shall be:

Meadowlands Subdivision
Architectural and Structural Control Committee
c/o Scott Turville
3643 Highland Drive, Suite 2
Salt Lake City, Utah 84106
Tel: (801)463-6374
Fax: (801)485-7494

This address shall serve as the notice address of the Committee until such time as a different address is recorded with reference to this Declaration with the Salt Lake County Recorder's Office.

The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for all structures and landscaping to be erected or remodeled on Lots in any Subdivisions within the Property, so that all structures and landscaping shall conform to the restrictions contained herein and to the general development plans of the Declarant and of the Committee, for the benefit, improvement and development of the Property. In exercising its duties as defined in this Declaration, the Committee shall use as its standards for

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approving or rejecting any plans or specifications the criteria contained in this Declaration. In following the guidelines contained in this Declaration, the Committee shall act reasonably and not arbitrarily in approving or denying plans brought before it. The "Elements and Materials" lists in this declaration will act as guidelines for the committee but at the sole discretion and judgement of committee they may be waived in whole or in part. Nothing in this paragraph shall be construed as authorizing or empowering said Committee to waive any restrictions which are set forth in this Declaration except as herein specifically provided.

The Committee may act by any two (2) of its members, and any authorization, approval or action taken by the Committee must be in writing signed by a minimum of two (2) members of said Committee and shall be in conformity with the procedure outlined in paragraph 8.2 below.

8.2. ARCHITECTURAL AND STRUCTURAL CONTROL PROCEDURE, APPROVAL REQUIRED. No building or structure, including a dwelling, garage, driveway (subject to Section 7.8), fence, wall, tennis court or swimming pool, or other facility, shall be erected, remodeled or placed on any Lot until the written approval of location, height, design, materials, colors of materials, harmony with existing structures, and landscaping plan has first been obtained from the Committee. No construction of any kind or nature on any of the Lots shall be commenced until curb grade has been established. Except for approval of a variance or exception consistent with the criteria of Section 8.5, approval by the Committee shall not affect, or constitute a waiver of, the rights of any Person, Owner, or of Declarant who may enforce the provisions of this Declaration.

Owners shall submit to the Committee at the notice address provided for in Section 8.1 hereof, in triplicate, the following design plans: (a) a site plan including a footprint of all proposed structures or improvements, including fences, walls, garages, and other improvements. The site plan must be drawn to scale, include actual lot dimensions, show all street and public way improvements (existing and proposed) and show all easements and rights-of-way. (b) Elevations, (i) basement floor elevation, main floor elevation and roof ridge elevation relative to existing grade. (ii) floor plans and elevations of the front, rear and all sides of all structures; (c) fence or wall plans showing the dimensions and construction of any proposed fence and wall, including sections and elevations to show the structure's materials and appearance; (d) a landscape plan(s) drawn to scale, show common and botanical names of all trees and shrubs, installed size and mature size; (e) a fully completed "Meadowlands Plan Submittal Worksheet," the form for which is attached hereto as exhibit "C"; (g) a check for Twenty Five Dollars (\$25), increased annually as set forth on the Plan

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submittal Worksheet for the years 1998-2001 and thereafter at an annual compounded escalator of 5% per annum every year, made payable to the Meadowlands Review Committee as a plan review fee (the "Plan Review Fee"); and (f) if a variance or exception is being requested pursuant to Section 8.5 hereof, the "Meadowlands CC&R Variance Request Form," a copy of which is attached as Exhibit "D" hereto; (hereafter collectively referred to as the "Plans"). Fees may be waived all or part in sole discretion of committee.

Within thirty (30) days after receipt of the Plans by the Committee, the Committee shall approve or disapprove the Plans and shall evidence such approval or disapproval by the following: (a) by issuing a written approval or disapproval letter, signed by a Majority of the Committee, the form of which is attached hereto as Exhibit "E" (and in the case of a denial, shall indicated in writing the basis for the denial), and (b) by affixing "Stamp of Approval" or "Stamp of Disapproval" (as the case may be), the form of which is shown on Exhibit "F" attached hereto, on one set of the Plans and returning the same to the Owner/Applicant. Such approval shall only be valid if construction is commenced within nine (9) months of the date of such approval.

The submission of Plans shall be deemed received only when accompanied by three (3) complete sets of the Plans and by the Plan Review Fee as defined above. The Committee shall not permit any oral modification of the Plans, and all Plans so submitted will be evaluated based solely on the submitted Plans.

8.3. ADDITIONAL ARCHITECTURAL AND SITE DEVELOPMENT GUIDELINES. In addition to those requirements set forth elsewhere in this Declaration, the following architectural guidelines shall apply to all Lots:

- (a) Harmony in Building. The exterior material of all homes shall be either brick, stone, wood, stucco or other material approved by the Committee, or a combination thereof. The roofing materials shall be either tile, treated wood shingles or other fire resistant material approved by the Committee, in approved colors (Earth-tones). All construction shall be of new materials except for "used brick" or "used stone" or other used specialty materials specifically approved by the Committee. see exhibit "H"
- (b) Fences and Walls. All fences and walls shall be in conformity with West Valley City ordinances. All fence and wall materials and placement must be harmonious with the natural environment and must be approved by the Committee prior to erection.

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No fence or wall shall be erected on any Lot nearer to the street improvements than the minimum front yard set back. No fence or wall shall be higher than six feet (6').

- (c) Exterior Lighting. All yard lighting shall conform to the West Valley City "Yard Lighting" ordinance. All fixtures used on the home's exterior and all outdoor site lighting must be approved by the committee.
- (d) Samples. If requested by the Committee, prior to the construction of any building or structure, appropriate building material samples and material colors must be provided to the Committee in order to determine if said materials comply with the terms and intent of these covenants, conditions and restrictions.
- (e) Building guidelines; refer to exhibit "H"
- (f) Street Scape. Refer to exhibit "G"

8.4. ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE DECISION; LIABILITY. All decisions of said Committee shall be final, and neither said Committee, nor its members, nor any designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the Lot Owners and/or their designer, architect or builder. The Committee's review of Plans shall in no way be concerned with the structural or mechanical integrity or ability of the building or with architectural or structural soundness thereof. Construction of any structure or improvement on a Lot in accordance with approval of the Committee shall constitute a waiver by any Lot Owner of any claim or cause of action against the Committee and/or its members that the approval of the Committee or any requirements or conditions of the approval are contrary to or inconsistent with the provisions of this Declaration.

8.5. VARIANCE FROM OR EXCEPTION TO PROVISIONS OF THIS DECLARATION. Subject to the provisions of Section 7.1, which provisions may not be waived, excepted or granted variance from, the Committee may, after receiving written application stating the basis therefore (on the attached Meadowlands CC&R Variance Request Form), and upon written approval stating the basis therefore, at any time, grant variance from or exception to any of the requirements of Sections 7.2, 7.5, 7.6, 7.7, 7.8, 7.10, 8.2 and 8.3 of this Declaration, if the Committee finds, based upon the application or such further evidence or investigation as it may require: (a) the strict application of any provision

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would result in exceptional practical difficulties to, or undue hardship upon, the Owner, and (b) strict application of the provision or restriction is unnecessary to carry out the general purpose of this Declaration, and (c) the variance or exception would not be detrimental to the reasonable use and enjoyment of any other Lot within the Property by the Owners of such other Lots.

9. NUISANCES.

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

9.2. PETS. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, rabbits, pigeons, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Property. Owners may keep only a reasonable number of common household pets. Pets shall at all times be under proper control and supervision of their owners.

9.3. STORAGE. No storage of any articles, materials, equipment or vehicles (recreational or otherwise, including but not limited to boats, campers and trailers) of any nature is permitted in the front yard portion of any Lot, except that regularly used passenger cars properly licensed and in running order may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages or in side yards that are fenced from side and front views.

9.4. SIGNS. Except for signs displayed by the Declarant, its agents, brokers, employees, or affiliates, or homebuilders during the sales and construction period of the development, no signs, other than name plates, shall be displayed to the public view on any Lot except one sign not exceeding five square feet advertising the availability for sale or lease of a Lot and the improvements thereon.

9.5. DRILLING AND MINING. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any Lot.

9.6. RUBBISH. No rubbish shall be stored or allowed to accumulate anywhere in the Property, except in sanitary containers appropriately shielded from public view.

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9.7. TRANSMITTING AND RECEIVING EQUIPMENT. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or Lot; provided, however, a television antenna or satellite dish receiver may be placed in a yard at a secluded location, at a height, and in a manner specifically approved by the Committee in writing prior to erection. Any antenna or receiver must be shielded from view from streets and other Lots.

9.8. CONSTRUCTION DEBRIS. All Owners shall properly maintain their Lots during the construction period so as to insure that no "spoils" or any other debris from construction shall be permitted to blow or otherwise be deposited upon any adjoining Lot or any other private or Common Property or Private Street right-of-way. Owners shall take whatever action is necessary to prevent run-off onto, and resultant erosion of, adjoining property. Owners agree that the Declarant and or the Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining property resulting from activities of an Owner, its builder, or any other person employed or otherwise controlled by an Owner, and record a lien against the Owner's property to secure the repayment of all sums expended by the Committee or by the Declarant in cleaning up and removing said "spoils" and debris from adjoining public or private property if same is not voluntarily cleaned up and removed by the Owner within 48 hours of written notice from the Declarant, another Owner, or the Committee, identifying the required clean up and removal work.

10. ACCEPTANCE OF RESTRICTIONS. All Owners and purchasers of Lots, by acceptance of contracts or deeds for any Lot or any portion thereof, and all occupants, by their possession or occupancy, shall thereby be conclusively deemed to have consented and agreed to all provisions of this Declaration.

11. VIOLATIONS OF RESTRICTIONS, PENALTIES. Violation of any of the covenants, conditions, restrictions, or agreements herein contained shall give the Declarant, until Declarant has sold all the Lots, the right to enter upon any Lot and any property on which said violation or breach exists, and to summarily abate and remove at the expense of the Owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any covenant, condition, restriction or agreement of this Declaration is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such condition. Such remedy shall be deemed cumulative and not exclusive.

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12. RECORDATION OF SUBDIVISION PLATS. Will consist of parcels described in exhibit "A".

13. SUBDIVISION IMPROVEMENTS.

13.1. DAMAGE TO SUBDIVISION IMPROVEMENTS. Any Owner or person who directly or through an agent, contractor, subcontractor, or employee, causes damage to any of the subdivision's improvements, lines, or facilities, including damage by heavy equipment or construction vehicles, shall pay to the Committee the cost to repair such damage and any and all costs, including reasonable attorneys' fees, incurred by the Committee as a result of such damage, or in pursuing legal action to recover the costs of such damage or in connection with pursuing any remedy provided in this Declaration.

14. GENERAL PROVISIONS.

14.1. ENFORCEMENT OF COVENANTS. The Committee, any Owner, and Declarant, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Committee, or by any Owner, or by Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14.2. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto and those who become subject to the provisions hereof, that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements contained herein, nor shall failure to enforce any one of such covenants, conditions, restrictions, or agreements either by forfeiture or otherwise, be construed as a waiver of any other covenant, condition, restriction or agreement.

14.3. SEVERABILITY. Invalidation of any one of or any portion of any one of these covenants, conditions, restrictions and agreements by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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14.4. PARAGRAPH CAPTIONS. The paragraph captions and phrases as to the contents of particular paragraphs are inserted herein only as a matter of convenience and for reference and in no way are intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

14.5. ATTORNEYS' FEES AND COSTS. In the event any claim, demand or lawsuit is made or instituted to enforce any of the provisions contained in this Declaration, the defaulting Owner, purchaser, person or entity agrees to pay all costs and expenses of enforcing the same, or collecting any penalties or damages, including the payment of a reasonable attorneys' fee and all court costs.

14.6. RELATIONSHIP TO CITY, COUNTY AND STATE ORDINANCES. The provisions contained in this Declaration are in addition to the effective laws and ordinances of West Valley City, Salt Lake County, and the State of Utah. In the event of any conflict between the provisions of this Declaration and the effective laws and ordinances of West Valley City, Salt Lake County, or the State of Utah, the most restrictive provision shall apply.

14.7. COUNTERPARTS. This Declaration may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Declaration may contain more than one counterpart of the signature page and this Declaration may be executed by affixing of the signatures of each of the parties to one such counterpart signature page; all such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

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EXHIBIT "A"

LEGAL DESCRIPTION FOR THE PROPERTY

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BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N00°05'18"W ALONG THE CENTER SECTION LINE 1037.08 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING THE SOUTHWEST CORNER LOT 1 MEADOWLANDS PHASE 1 PLAT; EASTERLY ALONG SAID PLAT THE FOLLOWING (7) SEVEN COURSES; (1) N89°58'48"E 90.80 FEET;; (2) N86°41'25"E 56.09 FEET;; (3) N89°58'48"E 97.21 FEET;; (4) N00°05'18"W 316.00 FEET;; (5) N89°58'48"E 99.95 FEET;; (6) N85°24'07"E 50.16 FEET;; (7) N89°54'42"E 100.05 FEET TO THE SOUTHEAST CORNER OF SAID PHASE 1 PLAT; THENCE S00°05'18"E 556.738 FEET; THENCE S37°43'53"E 63.169 FEET; THENCE S00°05'18"E 93.415 FEET; THENCE S89°58'48"W 532.586 FEET; THENCE N00°05'18"W 376.79 FEET TO THE POINT OF BEGINNING. CONTAINS 6.231 ACRES MORE OR LESS, 26 LOTS

PHASE 5 Meadowlands

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EXHIBIT "B"

There is no "Exhibit B" submitted for this phase.

BRNK 8312 PG 1305

EXHIBIT "C"

PLAN SUBMITTAL WORKSHEET

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MEADOWLAND PLAN SUBMITTAL WORKSHEET

(Refer to Section 8.2 of CC&R'S)

Meadowland Lot No. _____

Section 1: Owner Information

Owner's

Name _____

Current _____

Address _____

Telephone No. _____

Fax No. _____

Architect's

Name _____

Address _____

Telephone No. _____

Fax No. _____

Builder's

Name _____

Address _____

Telephone No. _____

Fax No. _____

Section 2: Dates

Plan Submittal Date: _____

Construction Commencement Date: _____ (within 9
mos. of approval)

Construction Completion Date _____ (within 12
mos. of beginning)

Section 3: Site Plan Information (measurements in feet; see
CC&R's for complete information)

Front Setback _____

[if corner lot] _____

Left Side Yard (facing lot) _____

Right Side Yard _____

Rear Yard Setback _____

No. Of Stories _____

(Exceptions will be made for side entrance garages.)

Section 4: Structure Information (see CC&R's for complete
information)

Height (elevation calculated from a designated point on the lot):

Basement Floor Elevation _____

Main floor Elevation _____

Upper Floor Elevation _____

Top of Roof _____ (must be less than 28 feet
above Natural Grade at any given point, as defined in CC&R's)

Square Footage of Main floor _____

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Square Footage of Basement _____
 Square Footage of Additional Level _____
 TOTAL SQUARE FOOTAGE _____
 Garage Square Footage _____
 No. Of Car Garage or Carport _____ (not less than 1 nor more than 4)
 Information on Additional Structures (attach additional sheets if necessary) (must contain same information as home, e.g. square footage, materials, location, setbacks, elevations, etc...)

Exterior Building Material--_____ (samples to be provided on request of Committee)
 Exterior Building Color--_____ (samples to be provided on request of Committee)
 Exterior Building Material--Trim_____ (samples to be provided on request of Committee)
 Exterior Building Color--Trim_____ (samples to be provided on request of Committee)
 Roof Material or Type_____ (samples to be provided on request of Committee)
 Roof Color _____
 Driveway Material _____
 Fencing
 Type/Material _____
 Fence Color _____
 Fence Maximum Height _____
 (a separate fencing plan must also be provided)

- Submittal Checklist:** (Refer to appropriate CC&R Sections)
- [] 3 complete site plans as required by Section 8.2 (a).
 - [] 3 complete sets of floor plans and elevations as required by Section 8.2 (b).
 - [] 3 completed Meadowland Plan Submittal Worksheets as required by Section 8.2 (c).
 - [] 3 complete sets of landscape plans as required by Section 8.2 (d).
 - [] A check for the Plan Review Fee payable to "Meadowlands Review Committee" as required by Section 8.2 (f).
 - [] 3 complete sets of fence or wall plans as required by Sections 8.2 (g), 8.3 (b), and 8.3 (e).

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[] (If needed) 3 copies of the Meadowlands CC&R Variance Request Form pursuant to Sections 7.6, 8.2 (h) and 8.5. A variance from West Valley City Ordinances also requires this form (See Section 7.6).

Plan Review Fee Schedule:

<u>Year Submitted</u>	<u>Amount</u>
1998	\$25
1999	\$26
2000	\$27
2001	\$28

Thereafter increasing at an annual compounded escalator of 5%

Submitted By _____

(Owner's Signature(s))

BOKK 8312 PG 13109

EXHIBIT "D"
VARIANCE REQUEST FORM

BOOK 8312 PG 1370

MEADOWLANDS

CC&R VARIANCE REQUEST FORM

Meadowlands Lot No. _____

Section 1: Owner Information

Owner's
Name _____
Current
Address _____
Telephone No. _____
Fax No. _____

Architect's
Name _____
Builder's
Name _____

Section 2: Variance Requested (attach addition sheets if necessary)

Are you requesting a variance from the West Valley City Zoning and Building Ordinances? _____.

If you are, please describe in detail the specific nature of the variance sought (including the applicable West Valley City code section), and attach a copy of the completed West Valley City application for variance signed by you and any adjacent Lot Owners whose consent West Valley City may require. Please refer to Section 7.6 in the CC&Rs. _____

If this is a variance request to the CC&Rs, please indicated the applicable CC&R Section and Page No. _____

1. Explain the general purpose of the CC&R Provision or WVC Ordinance for which a variance is requested (e.g. side yard restriction) _____

2. Explain in detail the nature of the variance requested: _____

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3. Explain why the strict application of this CC&R or WVC provision would result in exceptional practical difficulties to, or undue hardship upon, the Owner: _____

4. Explain why the strict application of this provision or restriction is unnecessary to carry out the general purpose of the CC&Rs: _____

5. Explain why granting the variance or exception would not be detrimental to the use and enjoyment of any other Lot within the Property: _____

Submitted By _____

(Owner's Signature(s))

Date: _____

Variance Approved

Variance Approved Subject to the Conditions Below*

Variance Disapproved

Meadowlands Architectural and Structural Control Committee:
(two signatures required)

Committee Member

Committee Member

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Committee Member

Dated _____

*Conditions of Approval (if any): _____

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EXHIBIT "E"

**MEADOWLANDS
ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE**

**c/o Scott R. Turville
3643 Highland Drive, Suite 2
Salt Lake City, Utah 84106
Tel: (801) 463-6374
Fax: (801) 485-7494**

Date:

Re: Plans submitted for construction and landscaping of a home on Lot(s) _____, Meadowlands, dated _____

Dear Lot Owner,

The plans have not been reviewed and are being returned due to the fact they are incomplete. Please complete the items specified below** and re-submit the plans.

We hereby grant approval of the above referenced plans.

We hereby grant approval of the above referenced plans subject to satisfaction of the conditions specified below**.

We hereby disapprove of the above referenced plans for the reasons specified below**. Please correct the plans appropriately and re-submit them for an additional review by this Committee.

In the event the plans are approved as indicated above, please understand that the approval by this Committee does not include structural or soils analysis, nor does it assume your plans are in compliance with West Valley City requirements or the Report of Geotechnical Investigation - Meadowland Development, dated May, 2 1996. These matters are your responsibility and a specific condition of this approval is that you do comply with all zoning, structural, landscaping, fencing, and other requirements of West Valley City and the State of Utah in the construction and landscaping of this home.

As provided in the CC&R's, although we are approving your landscaping plans at this time, please be advised that unless

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specifically indicated on a CC&R Variance Request Form, this approval shall in no way waive any provisions of the CC&R's.

**Items not included, conditions for approval, or reason(s) for disapproval (if any): _____

If you have questions, need additional information or need our help in any way, please contact us at your convenience.

Very truly yours,

Meadowlands Architectural and Structural Control Committee:
(two signatures required)

Committee Member

Committee Member

Committee Member

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EXHIBIT "F"

STAMP OF APPROVAL/DISSAPPROVAL

Form of "Stamp of Approval"

Owner: _____

Lot Number: _____

APPROVED

**MEADOWLAND ARCHITECTURAL
CONTROL COMMITTEE**

By: _____

By: _____

Date: _____

Form of "Stamp of Disapproval"

Owner: _____

Lot Number: _____

DISAPPROVED

**MEADOWLAND ARCHITECTURAL
CONTROL COMMITTEE**

By: _____

By: _____

Date: _____

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Exhibit "G" continued
Street Scape Design Code

Street Tree Additional Information.

- 1.Dimension Two (2") inch minimum caliper width at six (6')
- 2.Placement Two street trees per lot, type dictated by master plan, placed thirty (30') feet, on center, apart. Corner lots shall have four trees, two on each side, type dictated by master plan, with the above spacing requirements. (Driveways will be given priority with the dimensions given, however, the trees must be placed as close to the set interval as Feasible.)
- 3.Stakes All trees will be staked for protection. Minimum Two (2) stakes, eight (8) feet long.
- 4.Tree Types Street scape Trees-will be dictated by Master Plan.
Private Trees-(Aside from those in the park strip) Private ownership may dictate type.
- 5.Land Scaping
- a. Master Street scape design will be followed and maintained indefinitely. (see exhibit "G")
- b. Grass must be maintained in Park Strip where street scape trees are located. No gravel park strips will be allowed.

****Important Notice****

Street Trees need to be deep watered. Water from a sprinkling system is not adequate. Every other week it is recommended that a watering hose be left around the base of the tree allowing water to soak in. This deep watering will ensure that the root system of the tree develops deep, instead of close to the surface. Deep roots will not push the side walk or adjacent ground up helping maintain a pleasant park strip and extension of the front yard.

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EXHIBIT "H"

Building Design Criteria.

Applicant will need to get approval of committee prior to application for building permit with West Valley City.

TWO mandatory Requirements for any home are a porch (with a minimum area of 56 square feet, see Architectural guidelines) and a garage that is flush or recessed with the front entrance (the door). Special circumstances and variances will be reviewed and approved or disapproved by Meadowlands Architectural Committee.

ALL homes will be required to use a minimum of 3 items, however, all homes will be encouraged to use as many of the following items including but not limited to the following.

1. Oval/Octagon Window (Minimum 24")
2. Decorative Glass Top Garage Door
3. Half Round Fan Pop-out
4. Dormer Window
5. Stucco Corner Quoins
6. Decorative Roof Return on Gable
7. Front Window Grids
8. Flared Shutters
9. Decorative Bird Box (Cupola)
10. Glass Section Entry Door
11. Decorative Window Planter Box
12. Decorative Plant on Moldings
13. Bay/Box Window
14. Architectural Vents
15. Wainscot
16. Decorative Fishscale or Shingle Treatment
17. Extra Gable

BOOK 8312 PG 7379

Element and Material Guidelines

HOUSE TYPE: West Neighborhood: Detached

A. WALLS

1 . Materials

- a. Foundation Walls Concrete, Parged block or Brick
- b. Garden / Privacy Walls Stucco or Brick, Vinyl, Wood.
- c. Fences At Front Yards: Smooth Cedar or Pressure Treated Wood Pickets or Vinyl
Fences may have stucco or masonry piers.
At Side or Rear: Wood Boards or Vinyl with Rectangular
Section
- d. House Walls - Ground Floor -3'-0" Height on Front Facade: Brick, Stone,
Synthetic.
- e. House Walls - Upper Floors-Vinyl or Aluminum Clapboard on Side and Rear
Elevations. Stucco or masonry on Front Elevations.

2 . Configuration and Technique

- a. Foundation Walls Max. height of exposed wall: 4'-0"
- b. House Walls Ground Floor, No more than two materials.
Material changed only on horizontal line.
- c. House Walls Upper Floors All of a material in one house must be same
configuration.
- d. Siding Shall be horizontal. Maximum 10" to weather.
- e. Shingles Maximum 8" to weather. Decorative shingles selectively
used.
- f. Stucco Sand finished or troweled.
- g. Trim Of minimum grade B lumber. 3.5" to 6" in width.
- h. Colors To be selected from Master Architectural Control List.
- I. Paints and Stains All exterior wood shall be painted or stained.

B. ROOFS

1. Materials

- a Gutters and Down Spouts -Galvanized steel, anodized Aluminum, Copper or
Vinyl.
- b. Metals, Flashing, and Parapets -Copper, Lead, or galvanized Aluminum.
- c. Principal Roofs Asphalt Composite Shingle. Wood Shingle. Galvanized
Steel Standing Seam.

2 . Configuration and Technique

- a. Gutters and Down Spouts Down Spouts to be rectangular or round.
Gutters square, ½ round, or Ogee.
- b. Metals, Flashing, and Parapets -Parapets shall be horizontal.
- c. Principal Roofs Shall be symmetrical Gable or Hip: Slope 5:12 to 10:12.

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- d. Ancillary Roofs Slope - 2:12 to 8:12.
- e. Roof Penetrations, Skylights-Shall be placed on rear slope of the Roof , If wood, painted to match roof
- f. Color Roof material color to be selected from Master Architectural Control List.

C. ELEMENTS

1 . Materials

- a. Piers, Arches, and Arcades -Brick, Stone, Synthetic or Stucco.
- b. Columns and Posts Wood, Fiberglass or Composite
- c. Balusters and Railings Wood, Metal, or Vinyl.
- d. Porches Constructed of Wood. Porch ceilings may be enclosed with Aluminum soffit or fascia material. Exposed joists to be painted. At side or rear yards - Porch may be enclosed up to 30% with glass or screens.
- e. Entry Stairs and Stoops Structural material Brick or Concrete. Horizontal surfaces to be Brick or Stone or Synthetic.
- f. Decks Located in rear yards only.
All non - walking surfaces to be painted or stained.
- g. Chimneys Brick, Stone, or Stucco. Wood stove flues to be Metal.
- h. Awnings Shall metal structure covered with canvas. Color from Master List.
- I. Signs Wood or enameled Steel.
- j. Wood and Metal Elements-Light Fixtures to be selected from Master List.
- k. Permitted in Rear Yards Only- Satellite dishes, HVAC equipment, Clotheslines, Play Equipment. Ground level Air Conditioning units permitted in side yards.
- 1. Elements not Permitted-Window AC units at Fronts.

2 . Configuration and Technique

- a. Piers, Arches, and Arcades Masonry or stucco construction no less than 12" thick.
Porch piers minimum 12" x 12".
- b. Columns and Posts No less than 6' x 6', except at outbuildings.
- c. Balusters and Railings Shall have horizontal top and bottom rails. Maximum opening between balusters: 4".
- d. Porches Openings shall have vertical proportions.
Screened porches to have screens framed in wood installed behind railings.
- e. Entry stairs and stoops Shall be carefully detailed and constructed of good quality materials.
- f. Decks Shall be located only in the rear. No deck shall be placed more than 3'-6" above grade.
- g. Chimneys Shall extend to ground. Shall be capped to conceal spark arresters.
- h. Awnings Rectangular in shape with straight edges. Shall not be back lit.

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- I. Signs Attached to buildings, maximum height 18", externally lit.
j. Wood and Metal Elements-Wood painted or stained (opaque or semi-solid), except walking surfaces.

D. OPENINGS

1 . Materials

- a. Windows Aluminum, Wood or Vinyl clad.
b. Bay Windows Shall be constructed of wall material consistent with main house.
c. Doors Wood , or steel painted.
d. Garage Doors Vinyl or Steel exterior surface painted.
e. Shutters Vinyl or Wood painted.

2 . Configuration and Technique

- a. Windows Front and Side Walls-Rectangular Single or Double Hung, Fixed (when under 2 s.f.), or operable Casement types of a vertical proportion (and placed in groups). Transoms may be oriented horizontally when used with panes of vertical proportion.
b. Bay Windows Shall have a minimum of three walls. If placed on the ground floor - shall extend to ground, or be structurally supported by brackets.
c. Doors Front Entry Shall be located on the front wall of the residence, and shall be hinged. Paired front entry doors are not permitted.
d. Garage Doors
e. Shutters Sized and shaped to match the window opening.
f. Colors Color choices for building elements shall be selected from Master List.
g. Security Doors and Window Grills-Must be approved, based on submitted drawings and specifications.

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Building Setbacks

- a. Building front yard setbacks to alternate randomly
- b. No two adjacent houses may have the same front yard setback distance. Homes must alternate randomly. (Co-ordinate with Architectural Control Committee.)
- c. Building setbacks to vary from 18' minimum to 30' maximum.
- d. Setback to be measured from garage.

Garages

- a. Front access garages shall have varied setbacks of flush to detached from front entrance (the door), but in no case shall a garage be nearer to the street than the front portion of the house. The exception will be a side loaded garage which may be nearer to the front street than the front of the home.

Front Porches

- a. Detached: All residences to have front porch: Variances granted by Meadowlands architectural control committee to preserve architectural integrity of certain plans.
- b. Minimum size: Minimum fifty-six (56) square feet. (Plan Specific)

Colors

- a. All primary colors shall be **earth-tones** and those approved by the Meadowlands Architectural Committee.

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