

WHEN RECORDED MAIL TO:
WOODSIDE HOMES CORPORATION
127 SOUTH 500 EAST, #600
SALT LAKE CITY, UT 84102

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11/02/1999 04:31 PM 200.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: RDJ, DEPUTY - WI 6 P.

RESTRICTIVE COVENANTS *SOUTH MOUNTAIN 3D*

We the undersigned, owners in fee of the following described real property, to wit: Lots 921-1101 inclusive, South Mountain 3D. I do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all the land as provided by law and shall be binding upon all of the parties and all the persons and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property. These restrictive covenants shall act as a supplement and additional requirements to the existing South Mountain Design Guidelines. The more restrictive requirement of either document will be the ruling requirement.

RESIDENTIAL AREA COVENANTS

1. Land use and building type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than one vehicle. Ramblers shall have a minimum square footage of 1300 finished square feet above ground level, Two stories shall have a minimum of 1800 square feet finished and multi-levels shall have a minimum of 1300 finished square feet. Square footage of any style is excluding garages, porches, verandahs, carports, patios, basements, porches and steps. Any deviations from this requirement must be approved in writing by the Architectural Committee. Housing construction costs must be a minimum of \$80,000.00, excluding lot, loan costs, and closing. Exterior material may be any combination of Brick, Rock or Stucco. Aluminum or vinyl soffit and fascia will be permitted.

2. No tank for storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural Committee.

3. Building location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines as required by Draper, City Corporation.

4. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be

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placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the written permission of 2/3 of the subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.

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

8. No signs, billboards, nor advertising structures may be erected or displayed on any lots herein before described or parts or portions thereof, except that a single sign, not more than 3 x 5 in size advertising specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.

9. No satellite dishes or antennas shall be placed in set back easements of said yards and are to be obscured from public view.

10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot herein before described or any part or portion thereof. All homes must subscribe to a city garbage disposal service.

11. Temporary structures. No structure of a temporary character, trailer basement, tent, shack, garages, barn or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

12. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot. Except if approved otherwise in writing by the Architectural Committee, and with the guidelines found in paragraph 3.

13. Landscaping. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.

Landscaping shall include at least 1 tree, combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial

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flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner. The natural landscape now existing on the property consisting of natural oak brush will be permitted as an allowable landscape.

Draper city may have requirements that restrict the removal of the existing natural vegetation. Regardless of such requirement, property owners are encouraged to maintain existing oak brush as much as possible.

14. Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six feet.

15. Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given lot. This open space shall remain unoccupied & unobstructed by building, vehicles and/or hard surfaces such as asphalt, cement & packed surface from this time henceforth and forever. For additional information contact Draper, City Corporation.

16. Maintenance. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. The requirements of this section shall be in addition to the approvals required by South Mountain as part of the Design Guidelines. All buildings and designs must be approved by the Architectural Committee of South Mountain Phase D prior to starting construction on the home.

PRELIMINARY DRAWINGS

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Shall include as minimum the following:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through house.
5. A perspective (optional).
6. Specifications of all outside materials to be used on the exterior of the residence.

WORKING DRAWINGS - To be filed for approval and accepted before construction is begun.

Shall include as minimum the following:

1. Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, carriage lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
Specifications shall give complete descriptions of materials to be used.
Supplement those with a notation of the colors of all materials to be used on the exterior of the residence.

EXEMPTION OF DECLARANT

Nothing in this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to complete excavation and grading and the construction of Improvements to and on any portions of the Properties, or to alter the foregoing and Declarant's construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Properties, for so long as any Unit owned by declarant remains unsold.

This Declaration Shall in no way limit the right of Declarant to grant additional licenses, easements, reservations and rights-of-way to itself, to governmental or public authorities (including without limitation public utility companies), or to others, as from time to time may be reasonably necessary to the proper development and disposal of Units.

ARCHITECTURAL COMMITTEE

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Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy.

At such time that all lots owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer shall and his assigns shall be released from responsibility of the committee. The reorganization of the committee shall be by a 2/3 majority vote of the then current property owners within the described property.

LIMITED LIABILITY

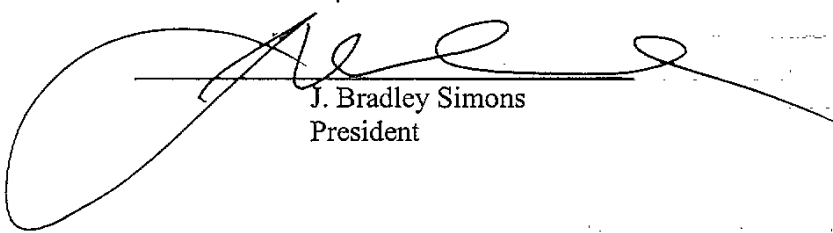
Except to the extent prohibited by any expressly applicable provision of State Law, neither Declarant, the Association, any Director or Officer, any committee representative, nor any agent or employee of Declarant or the Association shall be liable to any Owner or any other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith. The Association shall indemnify every present and former Officer and Director and every present and former committee representative against all liabilities incurred as a result of holding such office, to the full extent permitted by law.

Woodside Homes shall be exempt from the requirements of submission to this committee. Any home constructed and not given notice during construction of violations in regards to this committee shall be deemed exempt.

SEVERABILITY

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

IN WITNESS WHEREOF, the undersigned, Woodside Homes Corporation of Salt Lake City, Utah, has executed the instrument this 2 day of July 1997



J. Bradley Simons
President

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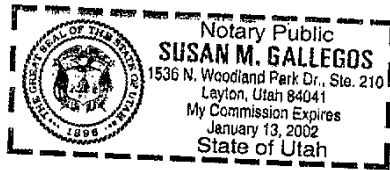
STATE OF UTAH

County of Salt Lake

On the 2 Day of July 1998, personally appeared before me J. Bradley Simons who being by me duly sworn did say that he, J. Bradley Simons is the ~~Vice~~ President of said Woodside Homes Corporation that executed the within instrument and did acknowledge to me that the said corporation executed the same.

My Commission Expires:

Residing In:



Susan M. Gallegos

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