

5/167
**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
The Bluffs at Oquirrh Subdivision No. 4 & 5,**

7523432
THIS DECLARATION is made this 15th day of November, 1999, by **McDougal/Olsen Construction, Inc.; Reliance Homes, Inc.; Rochelle Park, LC; and Stride Investments, L.C.**, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 401 - 435 inclusive and 437 - 443 inclusive, The Bluffs at Oquirrh Subdivision No. 4, according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

All of Lots 501 - 527 inclusive, The Bluffs at Oquirrh Subdivision No. 5, according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the Common Easements as specified herein, shall hereinafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

ARCHITECTURAL CONTROL

Section 1. The Architectural Control Committee shall be composed of the Members of **McDougal/Olsen Construction, Inc.; Reliance Homes, Inc.; Rochelle Park, LC; and Stride Investments, L.C.** A majority of the members may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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Section 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony or external design and location in relations to surrounding structures and topography by the Architectural Control Committee.

ARTICLE II

RESIDENTIAL AREA COVENANTS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single-family dwelling not to exceed two stories in height, and private garages and/or carports. All construction shall be comprised of new materials, except that used brick may be accepted with prior written approval of the Architectural Control Committee.

Accessory builds may be located on the property if and only if, all of the following conditions are met:

- (a) The accessory building is located in the rear and at least 1 foot from a dwelling of an adjacent lot.
- (b) The accessory building is to be located not less than 1 foot from any property line.
- (c) Buildings used for the keeping of animals or poultry shall be no closer than 10 feet from any street or dwelling.
- (d) Animal shelters must be approved by the architectural committee as to height, size, location and construction material etc.

Section 2. Minimum building Size: The Declarant reserves the right for itself to set the following square feet minimums: **850** sq ft of main floor living area in any one-level home (rambler), **850** square feet of living space above ground in any tri-level, split level, **850** square feet of finished living space on a two-story home. A **single-car carport** must be built during construction of all homes.

Section 3. Easement. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of low of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. All contractors are encouraged to Blue Stake lots and verify location and depth of all utilities.

Section 4. Nuisances. No noxious or offensive activity shall be carried upon and Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No trash used materials or equipment shall be stored in open areas. All such materials must be screened from public streets and adjacent properties.

Section 7. Pets, Animals, ETC.: No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots.

Section 8. Re Subdivision of Sites: None of said lots may be re-subdivided.

Section 9. Set Backs: No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns in contracts or deeds to any or all of the lots created on said property.

Section 10. Landscaping and Fences: All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 years of occupation of dwelling. No fence shall be allowed in front of a home without the written approval of the architectural committee. No fencing shall be installed without approval of the architectural committee. **All fencing must be constructed of block, vinyl or approved chain link. No wood fencing will be allowed without written approval of the architectural committee.**

Section 11. Plot Plans No construction of any kind or nature on any of the lots shall be commenced until an accurate plot plan showing the exact location of all buildings is approved by the Architectural Supervising Committee. Plot plan to show location, & depth of sewer and water laterals

Section 12. Underground Circuits: Where underground distribution circuits are available or in place for the lots in the subdivision, the owners shall be obligated to install underground service to their homes from the distribution circuits.

Section 13. VEHICLE STORAGE All recreational vehicles shall be parked off the street at the setback line of the residence. No vehicle shall be stored or parked in view of the street unless it is in running condition and being regularly used. Failure to comply with the provisions hereof shall constitute a nuisance.

Section 14. SEWER & WATER Sewer & water laterals are stubbed to each property. All residents must locate & verify depth of sewer prior to the commencement of construction.

GENERAL PROVISIONS

Section 1. Enforcement. The association, shall have the right to enforce, by any 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 Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants of restriction by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

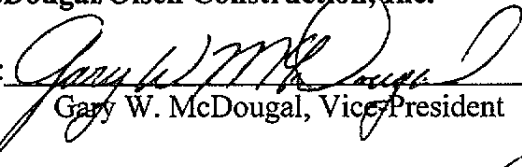
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Section 3. Amendment. The covenants and restriction of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least sixty percent (60 %) of the total votes of all Members, which vote shall be taken at a duly called meeting of the Association. Any amendment must meet the approval of Declarant until such time as Declarant is no longer a Member. Any amendment approved shall be reduced to writing, signed by two members , and recorded against the Lots.

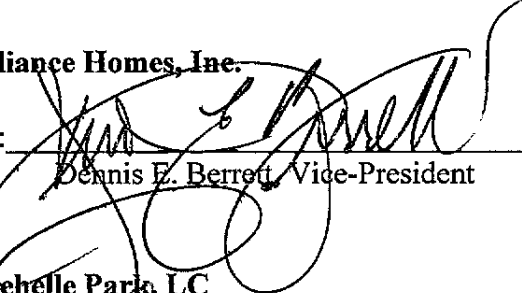
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 15th day of November 1999

DECLARANT's:

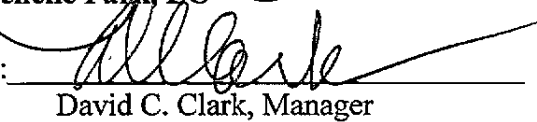
McDougal/Olsen Construction, Inc.

By: 
Gary W. McDougal, Vice-President

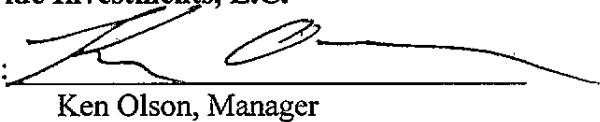
Reliance Homes, Inc.

By: 
Dennis E. Berrett, Vice-President

Rochelle Park, L.C.

By: 
David C. Clark, Manager

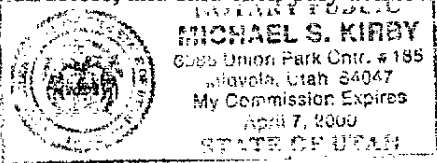
Stride Investments, L.C.

By: 
Ken Olson, Manager

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STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

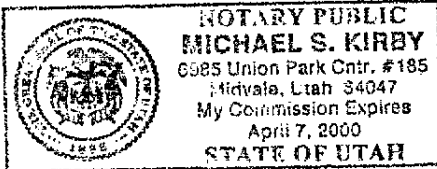
On the ^{24th} day of November, 1999, personally appeared before me Gary W. McDougal, who being by me duly sworn, did say, that he, the said Gary W. McDougal is the Vice-President of McDougal/Olsen Construction, Inc., and that the within and foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and said each duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

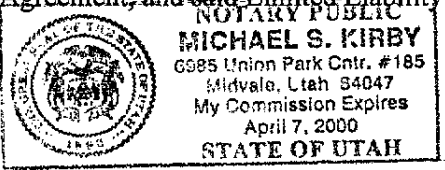
On the ^{24th} day of November, 1999, personally appeared before me Dennis E. Berrett, who being by me duly sworn, did say, that he, the said Dennis E. Berrett is the Vice-President of Reliance Homes, Inc., and that the within and foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and said each duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

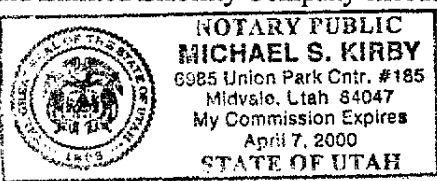
On the ^{24th} day of November, 1999, personally appeared before me David C. Clark, who being by me duly sworn, did say, that he, the said David C. Clark is the member of Rochelle Park, LC, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Operating Agreement, and said Limited Liability Company executed the same.



[Signature]
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the ^{24th} day of November, 1999, personally appeared before me Ken Olson, who being by me duly sworn, did say, that he, the said Ken Olson is the member of Stride Investments, L.C., and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Operating Agreement, and said Limited Liability Company executed the same.



[Signature]
Notary Public

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11/30/1999 04:12 PM 85.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: RDJ, DEPUTY - WI 5 p.

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