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BY: ZJM, DEPUTY - WI 16 P.

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SKYLINE HILLS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SKYLINE HILLS SUBDIVISION is made and executed this \_\_\_\_\_ day of April, 2001, by MOUNT OLYMPUS HILLS, L.C.; GARTH B. SWEETEN and DIANE B. SWEETEN (hereinafter collectively referred to as "Declarant").

RECITALS

A. Declarant is the owner of certain real property in Salt Lake County, Utah, and is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"). The Property has been platted and developed into Skyline Hills Subdivision, consisting of 5 Lots ("Plat"). The Plat was recorded in the office of the Salt Lake County Recorder on August 15, 1998, as Entry No. 7087203, Book 9809, Page 252.

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Property.

C. In order to efficiently manage and to preserve the value and appearance of the Property, it is necessary and desirable to create a nonprofit corporation to maintain private roads and other Common Areas in the Property; to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Property and the Homeowners. Skyline Hills Homeowners Association, a homeowners' association and nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions.

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

(a) "Annual Assessment" shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 hereof.

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(b) "Association" shall mean the Skyline Hills Homeowners Association, a Utah nonprofit corporation or limited liability company, organized or to be organized to administer and enforce the covenants and to exercise the rights, powers and duties set forth in this Declaration.

(c) "Board" shall mean the Board of Directors of the Association.

(d) "Common Area" shall mean all land within the Property that is designated as Common Area by this Declaration, a plat, or other recorded instrument and all land within the Property for which the Association has been granted an easement or has been permitted to use. Common Area shall include, but not be limited to, all private roads and guest parking areas shown on any recorded plat for the Property, and any common entrances, gates and fences.

(e) "Common Expenses" shall mean all expenses of maintenance, utilities and taxes incurred on or in connection with Common Areas within the Property, all insurance premiums, all expenses incurred in connection with enforcement of this Declaration, all expenses expressly declared to be Common Expenses by this Declaration or the bylaws of the Association and all other expenses which the Association is entitled to incur pursuant to the provisions of this Declaration or its bylaws.

(f) "Lot" shall mean any area of real property within the Property designated as a Lot on any subdivision plat recorded or approved by Declarant.

(g) "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties and collection costs incurred in connection with delinquent assessments pursuant to Section 4.4.

(h) "Member" shall mean any person holding a membership in the Association.

(i) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner".

(j) "Special Assessment" shall mean any assessment levied and assessed pursuant to Section 4.3.

## II. MEMBERSHIPS AND VOTING

2.1 Members. Every Owner of a Lot that is subject to assessment shall be a Member of the Association. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot and any such transfer shall automatically transfer the membership appurtenant to said Lot to the new Owner thereof.

2.2 Voting. At any meeting of the Association, each Owner, including Declarant, either in person or by proxy, shall be entitled to cast the same number of votes as the percentage of undivided interest assigned to his Lot in Appendix A or any amendment thereto, subject to the authority of the Board to suspend the voting rights of the Member for violations of this Declaration in accordance with the provisions hereof. The voting rights appurtenant to each Lot shall vest at the time that assessments for Common Expenses are first levied against such Lot by the Association. If there is more than one Owner with respect to a particular Lot, any or all of such Owners may attend any meeting of the Association, but it shall be necessary for all such Owners present, in person or by proxy, to act unanimously in order to cast the votes appertaining to their Unit.

2.3 No Cumulative Voting. In any election of the members of the Board, every Owner entitled to vote at such an election shall have a number of votes for each Lot owned in accordance with the provisions set forth under Section 2.2 times the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected. Cumulative voting shall not be allowed in the election of members of the Board or for any other purpose.

### III. ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation or limited liability company charged with the duties and invested with the powers prescribed by law and set forth in its articles and bylaws and this Declaration. Neither the articles nor bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the articles and bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of three members, all of whom shall be Owners except persons appointed to the Board by the Declarant, who need not be Owners. The Board shall be elected as provided in the Bylaws. The rights, duties and functions of the Board may be exercised solely by Declarant Mount Olympus Hills, L.C., until the date the Articles are filed with the Utah Department of Commerce, after which the initial Board named in the Articles shall serve until the date of the first meeting of the Association. Notwithstanding anything contained herein or the Bylaws to the contrary, Declarant Mount Olympus Hills, L.C., alone shall have the right to select all members of the Board until the first to occur of the following:

(a) Declarant Mount Olympus Hills, L.C., at its option, terminates such right by written notice to all Owners;

(b) The expiration of seven (7) years from the original recording of this Declaration; or

(c) Lots to which three-fourths (3/4) of the undivided interest in the Common Areas appertain have been conveyed by Declarant Mount Olympus Hills, L.C.

The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager or any other employee of the Association.

3.3 Personal Liability. Neither the Declarant nor any member of the Board, officer, manager or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

#### IV. ASSESSMENTS

4.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner by acceptance of a deed to a Lot is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, and (c) Maintenance Charges, all such assessments and charges to be established and collected as hereinafter provided. The Annual Assessments, Special Assessments and Maintenance Charges, together with interest, costs, and reasonable attorney's fees, shall be secured by a lien (the "Assessment Lien"), on the Lot to which they relate in favor of the Association which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made. The Assessment Lien shall be a charge on the Lot, shall attach from the date when the unpaid assessment or charge shall become due and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed by the Association in the manner as a mortgage on real property upon the recording of a Notice of Delinquent Assessment or Charge as set forth in Section 4.7 hereof. The Association shall be entitled to purchase the Lot at any foreclosure sale.

4.2 Annual Assessments. Each Owner, including Declarant so long as Declarant owns any Lot, shall be liable for a proportionate share of the Common Expenses, such share being the same as the percentage of undivided interest in the Common Areas appurtenant to the Lot or Lots owned by him. Assessments of Common Expenses shall commence as to all Lots in the sole determination of the Board.

4.3 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of a majority of the total number of votes held by the Members who are voting in person or by proxy at a meeting duly called for such purpose.

4.4 Effect of Nonpayment. Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Board may bear interest from thirty days after the due date until paid at a reasonable rate, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge against any Lot as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Board, set forth the amount of the unpaid assessment, the name of the delinquent Owner and a description of the Lot. The Board may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against said Owner's Lot. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his Lot.

4.5 Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is a lender who has lent funds with a Lot as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges. Except as provided above, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. Sale or transfer of any Lot shall not affect the Assessment Lien.

## V. MAINTENANCE

5.1 Common Areas. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas. This maintenance will include maintaining and repairing all private roads and guest parking areas, including snow removal, and maintaining and repairing all common entrances, gates and fences. The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

5.2 Assessment of Certain Costs. In the event that the need for maintenance or repair of Common Areas and other areas maintained by the Association is caused through the willful or negligent act of any Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Maintenance Charge to which such Owner's Lot is subject and shall be secured by the Assessment Lien. Any damage to curb and gutter or roads caused by construction activities on any Lot shall also be a Maintenance Charge against that Owner's Lot secured by the Assessment Lien.

5.3 Improper Maintenance. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or

quality of the surrounding Lots or other areas of the Property which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event any Member is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Architectural Control Committee, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Member that unless corrective action is taken within fourteen days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Maintenance Charge and shall be secured by the Assessment Lien.

## VI. RIGHTS AND POWERS OF ASSOCIATION

6.1 Association's Rights. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its articles and bylaws.

6.2 Rights of Enforcement. The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration. The Association or Declarant 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. If the Association prevails in any proceeding at law or in equity to enforce the provisions of this Declaration, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action. Failure by the Association 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.

6.3 Insurance. The Association may obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability and other insurance policies as the Board deems necessary.

## VII. ARCHITECTURAL REVIEW COMMITTEE

7.1 Purpose. In order to create, maintain and improve the Property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Review Committee.

7.2 Creation. The initial Architectural Review Committee (the "Committee") will consist of three members: Bruce R. Brockbank, 823 Crestview Drive, Provo, Utah 84604; Roger R. Brockbank, 1926 Vintagewood Court, Salt Lake City, Utah 84117; and Duane Peterson, 7107 South 400 West, Suite 1, Midvale, Utah 84047. These Committee members shall serve until the Board shall establish a Committee under the Association's bylaws and regulations, at which time the Board shall redesignate the above individuals or designate new

individuals and alternates to serve as Committee members. The regular term of office for each review member shall be one year, coinciding with the fiscal year of the Association. Any such review member may be removed with or without cause by the Board at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.

7.3 Powers. The Committee is hereby authorized to perform; or to retain the services of one or more consulting architects, landscape architects or urban designers, who need not be licensed to practice in the State of Utah to advise and assist the Committee in performing; the design review functions prescribed in this Declaration and the Association's bylaws and to carry out the provisions set forth therein.

Each Lot Owner shall be required to pay a \$300 design review fee to the Board before any home plans shall be reviewed or approved by the Committee. The \$300 fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans. Lot Owners are encouraged to submit preliminary-schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delay in construction.

## VIII. COVENANTS, CONDITIONS AND RESTRICTIONS

8.1 Use of Lots. All Lots within the Property shall be used only for the construction and occupancy of one single family dwelling. All Lots shall be used, improved and devoted exclusively for such single family residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such property and no person shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval the Committee and the appropriate officials of Salt Lake County.

8.2 Architectural Control. No landscaping, grading, excavation, building, fence, wall, residence or other structure, or alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications along with a topographical plan showing the location of all improvements, including a detailed landscaping plan has been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of any Lot shall be subject to the prior written approval of the Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Salt Lake County.

8.3 Construction Quality, Size and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc.

All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials. Only those exterior materials that will blend harmoniously to the natural environment, with special emphasis on earth toned colors, shall be permitted. Masonry (brick, stone and stucco) exterior is strongly encouraged. Log structures may be prohibited. All roof materials and colors must be approved by the Committee. Roof materials must be of high quality, such as shake, tile, architect quality, or designer metal shingles. The typical roof pitch should be 6/12. The Committee may grant a variance of the pitch. A minimum width of 10 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustible other than natural gas, are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control. All mailboxes for the Lots will be uniform in style. The mailbox specifications will be given to the Owners by the Committee.

Any dwelling on Lots 1, 2, 3 and 4 shall be at least 6,000 square feet finished area (i.e. sheetrock and flooring). Any dwelling on Lot 5 shall be at least 4,750 square feet finished area.

8.4 Construction Time. The Committee shall have final control for approval of all color and material plans. The construction time for the exterior portion of any structure shall not exceed 18 months from start to finish, including landscaping. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18 month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks.

8.5 Building Location. All improvements shall be placed and built in accordance with any setback requirement of Salt Lake County. All buildings shall also be placed and built in accordance with slope requirements and meet Salt Lake County's hillside ordinance specifications.

8.6 Landscaping. Any trees, lawns, shrubs or other plantings provided by Declarant shall be properly nurtured and maintained by the Association. Each Lot Owner shall be assessed the Annual Assessment set forth in paragraph 4.2 to maintain these areas. No fence, wall, or screen shall be erected without prior written approval of the Committee. No fence, wall, hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections.

Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavation for the foundation, and for lawns and patio areas. Lawn, patio and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is discouraged. Such trees may be pruned or removed at the discretion of the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All



materials used to retain and contour the slope of any Lot or improvement must conform to the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling unit shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

8.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

8.8 Out Buildings. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and are approved by the Committee.

8.9 Exterior Antennas, Lights and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator or other metallic rooftop protrusions shall be coated or painted with a neutral color that will blend harmoniously with the surrounding property. TV dishes will be allowed provided they are placed or screened so they are not visible to neighboring properties and streets. The location of TV dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground.

8.10 Nuisances; Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may also require screening of the storage areas.

No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the streets of the Property for brief periods of time (i.e. less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles,

motorhomes, recreational vehicles or any other type of vehicles shall be stored on driveways. Such vehicles that are properly licensed and in running condition may be stored on side lots if properly screened from view. The acceptability of the screening structure must be approved by the Committee.

The use or operation of snowmobiles on the streets of the Property is not permitted. The use of motorcycles and other motorized recreational vehicles that may produce audible annoyance to the community shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

The Committee in its sole discretion shall have the right to determine the existence of any nuisance.

8.11 Signs. No signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent and except for signs of Declarant and its real estate brokers or agents advertising any portion of the Property for sale. Signs used by a builder or other Declarant, up to ten square feet, may be displayed to advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements that are permanent in nature or represent advertisement for small business conducted in the home is prohibited.

8.12 Animals. The Association is committed to the preservation and protection of native animal wildlife that may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Property. No animal, bird, fowl, poultry or livestock of any kind shall be raised, bred or kept on any Lot except that domestic dogs (a maximum of two), cats and other household pets may be permitted by the Association so long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Association and are not a nuisance or kept, bred or maintained for any commercial purposes. All Owners hereby covenant and agree that any dog, either owned by said Owner or in said Owner's control or custody, shall not be allowed to roam unattended on the Property. All Owners who intend to keep a dog on their Lot must construct a dog run or kennel for the purpose of confinement and in a manner and location approved by the Committee and applicable zoning for the Lot. At all other times, dogs shall be on a leash and under the direct control and supervision of said Owner.

8.14 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good

condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection 8.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

8.15 Restriction on Further Subdivision; Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Association, which approval must be evidenced on the plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Association and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Association and the proposed use otherwise complies with this Declaration.

8.16 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of real estate within the Property.

## IX. AMENDMENTS

9.1 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting seventy-five percent of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten year extension. The Declaration may be terminated at any time if at least ninety percent of the votes cast by all Members shall be cast in favor of termination at an election held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period from six months prior to such vote to six months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five percent of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded in the Davis County records a "Certificate of Termination", duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its articles.

9.2 Amendments. This Declaration may be amended by recording in the Davis County records a "Certificate of Amendment", duly signed and acknowledged as required for a

Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted, and shall certify that at an election duly called and held pursuant to the provisions of the articles and bylaws of the Association the Members casting seventy-five percent of the votes at the election, voted affirmatively for the adoption of the amendment. Any amendment shall be effective only if the written consent from the holders of recorded first mortgages or deeds of trust on seventy-five percent of the Lots upon which there are such recorded first mortgages or deeds of trust is obtained. Notwithstanding any other provision contained herein, no amendment to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

## X. MISCELLANEOUS

10.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

10.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

10.3 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the issue of President George W. Bush, and the now living children of said issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 9.1 hereof.

10.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

10.5 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements,

pedestrian and equestrian easements, pedestrian and hiking trails and easements and drainage easements.

10.6 Run with the Land. Declarant for itself, its successors and assigns, hereby declares that all of the Property shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has hereunto caused its name to be signed by the signature of its duly authorized official as of the day and year written.

MOUNT OLYMPUS HILLS, L.C.  
BY ITS MANAGER:

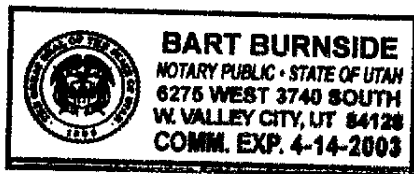
  
ROGER R. BROCKBANK

  
GARTH G. SWEETEN

  
DIANE B. SWEETEN

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

On this 19<sup>th</sup> day of April, 2001, personally appeared before me Roger R. Brockbank, who being by me duly sworn, did say that he is the Manager of Mount Olympus Hills, L.L.C., a Utah limited liability company, and that the foregoing instrument was signed in behalf of such company by authority of its Operating Agreement, and that the company executed the same.

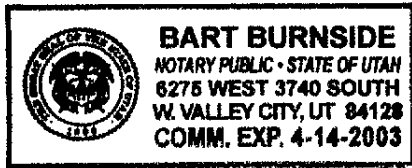


  
NOTARY PUBLIC

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

On this 19<sup>th</sup> day of April, 2001, personally appeared before me Garth G. Sweeten and Diane B. Sweeten, who being by me duly sworn, did say that they are the signers of the foregoing instrument, and that they executed the same.



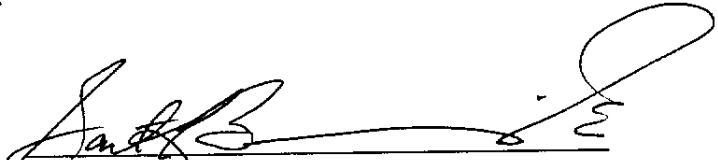
  
NOTARY PUBLIC

EXHIBIT "A"

(Property)

LOTS 1 THROUGH 5, SKYLINE HILLS SUDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, TOGETHER WITH ALL ROADS AND OTHER COMMON AREAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 342.950 FEET; THENCE NORTH 21°53'12" EAST 708.079 FEET; THENCE NORTH 31°30'00" EAST 40.785 FEET; THENCE SOUTH 77°25'00" EAST 130.484 FEET; THENCE NORTH 87°06'05" EAST 205.530 FEET; THENCE NORTH 31°30'00" EAST 45.639 FEET TO THE SOUTHERLY BOUNDARY OF MOUNT OLYMPUS HILLS NO. 15 SUBDIVISION; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE COURSES: (1) NORTH 82°45'00" EAST 60.000 FEET; (2) NORTH 53°30'00" EAST 186.450 FEET; (3) NORTH 21°09'20" WEST 267.470 FEET; THENCE LEAVING SAID SUBDIVISION AND RUNNING NORTH 68°50'45" EAST 250.026 TO THE SOUTHWESTERN CORNER OF LOT 1537 OF SAID SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FIVE COURSES: (1) NORTH 84°04'15" EAST 119.480 FEET TO A POINT ON A 45.00 FOOT RADIUS CURVE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 1537 OF SAID SUBDIVISION (THE CENTER OF SAID CURVE BEARS NORTH 84°04'15" EAST); (2) THENCE ALONG THE ARC OF SAID CURVE 66.029 FEET AND THROUGH A CENTRAL ANGLE OF 84°04'15" TO THE NORTHWEST CORNER OF LOT 1536 OF SAID SUBDIVISION; (3) SOUTH 147.350 FEET; (4) EAST 101.300 FEET; (5) SOUTH 85°37'00" EAST 37.270 FEET; THENCE LEAVING SAID BOUNDARY LINE AND RUNNING SOUTH 8°30'00" EAST 40.000 FEET; THENCE SOUTH 85°37'00" EAST 111.128 FEET; THENCE SOUTH 83°17'52" EAST 108.808 FEET; THENCE NORTH 8°30'00" WEST 40.00 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID MOUNT OLYMPUS HILLS NO. 15 SUBDIVISION; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FOUR COURSES: (1) SOUTH 76°46'00" EAST 337.203 FEET; (2) THENCE NORTH 68°00'00" EAST 91.330 FEET; (3) NORTH 58°00'00" EAST 450.000 FEET; (4) NORTH 38°00'00" EAST 11.367 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF AFORESAID SECTION 1; THENCE LEAVING SAID SUBDIVISION BOUNDARY AND RUNNING SOUTH ALONG SAID CENTER SECTION LINE 1175.890 FEET TO A CALCULATED SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 12 OF SAID TOWNSHIP AND RANGE, 322.195 FEET, MORE OR LESS; THENCE EAST 2653.200 FEET, MORE OR LESS, TO WEST LINE OF SAID SECTION 12; THENCE NORTH ALONG SAID WEST LINE 322.195 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE POINT OF BEGINNING. CONTAINS 126.536 ACRES. PARCEL NOS. 22-01-352-015 and 016; 22-01-376-023 to 025.

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APPENDIX A

<u>LOT</u>	<u>PERCENTAGE INTEREST</u>
1	20.00%
2	20.00%
3	25.00%
4	25.00%
5	10.00%
TOTAL:	100.00%

22-01-376-024-0000  
22 01 376 025  
22 01 352 016  
22 01 352 015  
22 01 376 023

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