

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE DEER CREEK ESTATES SUBDIVISION

7895745

THIS DECLARATION is made this 5th Day of MAY 2001, by Deer Creek Estates, L.C., hereafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property hereafter referred to as the "Lots" in Salt Lake County, State of Utah, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference, being all of Deer Creek Estates Phases 1, 2, 3 & 5.

All of the Lots in The Deer Creek Estates Subdivision are in accordance with the official plat thereof filed with Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the common easements as specified herein, shall hereafter 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 easement, 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 insure to benefit of each owner thereof.

ARTICLE I
ARCHITECTURAL CONTROL

1.1. The Deer Creek Estates Architectural Control Committee (here after "Committee") shall, initially, be composed of three officers or designees of the Declarant. A majority of the Committee 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 the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as at least two-thirds of the Lots are sold, the owners of each Lot shall thereupon be entitled to have one (1) vote per Lot to elect a new Committee.

1.2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the project, nor shall any exterior addition or change of 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 be approved in writing as to the harmony of external design

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and location in relation to the provisions herein and to surrounding structures and topography by the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing.

1.3. 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 respond in writing within 15 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have fully complied with.

ARTICLE II RESIDENTIAL AREA COVENANTS

- 2.1. All residential and auxiliary construction shall conform to the following:
- No residence 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 garage for not more than four vehicles.
 - All construction shall be comprised of new materials, except that used brick and rock may be used with prior written approval of the Deer Creek Estate Architectural Control Committee.
 - The owner of a Lot will be required to have a residence constructed within 18 months of the closing of the purchase of the Lot.
 - All other outside auxiliary buildings must conform to Bluffdale City's ordinances. These buildings must conform and blend into the environment created by the main residence. They must be finished with stucco, brick, rock and other material as approved by the Committee.

2.2. DWELLING, QUALITY, SIZE. The ground floor level of any private dwelling shall be 2000 square feet, or more for a one story dwelling, exclusive of open porches and garages. For a two-story dwelling, the ground level floor area must be at least 1800 square feet and the total area of the home must be 2500 square feet. Tri-levels shall be figured as the main and upper floor constituting the main floor area square footage with minimum of 2000 square feet.

Each dwelling must conform to the following:

- An attached garage for a minimum of 3 cars.
- No mobile, manufactured or modular buildings are allowed.
- The front of each dwelling must be covered with 90% brick or rock and the entire dwelling must be 50% brick or rock, the rest of the house must be covered with stucco, rock, or combination of the foregoing, or the equivalent as approved by the Committee.
- All roofing material must be 30 yr architectural shingles, cedar, tile or as approved by the Committee.
- Each building (residential and auxiliary) must have 8/12 pitch or greater.
- Side load garages (entrance from the side rather than from the front) encouraged

2.3. GOVERNMENT ORDINANCES. All Improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the governing authority including Bluffdale City, Salt Lake County, and the State of Utah.

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2.4. EASEMENT. Easements for installation and maintenance of utilities, water systems, and drainage are reserved as shown on the recorded plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, operation, maintenance, drainage, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage in the easements.

2.5. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This would include parking of commercial vehicles on the road or in front of the home. No semi-tractor/trailer rigs, in whole or in part are allowed in the subdivision. No trailers, boats, or other vehicles are to be parked on the street or in front of the home over night. No hazardous wastes will be allowed to be stored or dumped on any Lot.

2.6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

2.7. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, junk or other waste shall not be kept, except in sanitary containers. No abandoned or junk vehicles will be stored on any Lot.

2.8. LANDSCAPING. All front and side yards must be landscaped within one (1) year after dwelling is occupied. All park strips and Lots must be kept free of weeds. No Russian Olive trees may be planted on a Lot. An one -thousand dollar (\$1000) deposit must be paid to the Committee at the time the house plans are approved. This money will be returned if the home owner completes the landscaping of the front and side yards within one year of occupancy. If the homeowner fails to complete the landscaping within the 12 month period the money will be applied to the landscaping costs of the yard.

2.9. LIVESTOCK AND POULTRY. Animals and livestock are permitted as follows:

- The only animals, livestock, or poultry which may be raised, or kept on any Lot will be horses and those permitted by law and the Deer Creek Estates Architectural Committee.
- However, mink, swine (pigs), pit bulls or other vicious dogs, or animals for breeding purpose, kennels or chicken coops will NOT be allowed under any circumstances.
- Dogs must be kept on a Lot and not allowed to run at large.
- All Lots located in Deer Creek Estates having livestock will have proper shelter and pasture.
- Owners of Lots having livestock must provide proper and adequate shelter for all animals contained on premises. Shelters must be constructed of masonry materials and completed in a timely manner. All construction and design must be approved by the Deer Creek Estates Architectural Committee prior to construction.
- Pastures shall be maintained and not over grazed, separate paddocks or runs may be required to avoid soil erosion and to preserve the integrity of the natural surroundings.
- Manure must be spread or hauled away.
- Flies must be kept under control.
- All animals must be kept in the back yard, not on the side or front of yards.

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2.10. SIGNS. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than thirty-two (32) square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales period. A five (5) square foot sign may used to advertise resale of the home.

2.11. OWNERSHIP. This section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the Lots. Property owners will be responsible for any and all of their Property. Lots cannot be divided into smaller Lots.

2.12. FENCES. Each Lot owner shall be required to properly maintain a poly-coated white rail fence. Committee may grant a variance for other approved landscaping options such as trees.

ARTICLE III ASSESSMENTS

3.1. PERSONAL OBLIGATION AND LIEN FOR ASSESSMENTS. Each Owner (including Declarant) shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Committee the assessments described herein together with the charges hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of each person who is an Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.

3.2. PURPOSE OF ASSESSMENTS. Assessments levied by the Committee shall be used exclusively for the purpose of operating and maintaining the pressurized irrigation system.

3.3. SPECIAL ASSESSMENT'S. In the event that the owner or owners of a Lot shall fail to perform any covenant herein, the Committee shall have the right, after forty-five (45) written days notice, to enter upon the Lot and perform the obligation for the owner or owners of the Lot. The Committee may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses of any construction, reconstruction, repair, or replacement of an improvement, personal property, or fixtures required for compliance with the Covenants. Any such special assessment must be assented to by a majority of the votes of Lot owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose based on one (1) vote per Lot. Written notice setting forth the purpose of the meeting shall be sent to all owners of Lots at least ten (10) but not more than Fifty (50) days prior to the meeting date.

3.4. CERTIFICATE REGARDING PAYMENT. Upon the request of any Owner, prospective purchaser, or encumbrancer of a Lot, the Committee shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons (other than the Owner of the Lot concerned) who in good faith and value rely thereon.

3.5. EFFECT OF NONPAYMENT - REMEDIES. Regardless of the terms of any

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agreement to the contrary, the liability of the Owners of a Lot for the payment of any assessment relating to such Lot shall be joint and several, and any remedy for the collection of such assessment may be enforced against any or all Owners of the Lot concerned; provided, however, that the personal obligation of an Owner to pay assessments shall not pass to his successors in title unless assumed by them. If any assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (or, in the event such rate at any time exceeds the maximum legal limit, interest shall accrue at such maximum legal rate) and the Committee may bring an action either against any or all Owners who are personally liable therefor or to foreclose the lien against the Lot; provided, however, that the Committee shall give the Owner(s) concerned twenty (20) days advance written notice of its intent to pursue one or more of its remedies hereunder. Any relief obtained by the Committee (whether or not through judicial action) shall include reasonable attorneys fees, court costs, and each and every other expense incurred by the Committee in enforcing its rights. After institution of a foreclosure action by the Committee against any Lot, the Committee shall, without regard to the value of such Lot or the Extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by such Lot.

SECTION IV OPERATION AND MAINTENANCE

4.1. OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM BY COMMITTEE. The Committee shall provide for such maintenance and operation of the pressurized irrigation system as may be reasonably necessary or desirable. The costs thereof shall be assessed to each Lot on a proportionate basis. Water shares will be jointly held by Bluffdale City and the Committee. The Committee will be responsible for the payment of all dues to the Irrigation Company/Bluffdale City and will assess each Lot owner accordingly. Under no circumstances will a water share or shares be sold separately. Bluffdale City shall have the right to veto any decision conveying shares. The Committee shall own the irrigation system for the benefit of the Lot owners and shall have a right to come onto each lot to inspect repair, maintain, and replace any portion of the system.

4.2. COMMITTEE ACCESS TO LOTS. The Committee shall have an irrevocable right of access to each Lot to make or have made emergency repairs and to do other work reasonably necessary or useful for the proper maintenance or operation of the pressurized irrigation system.

ARTICLE V GENERAL PROVISION

5.1. ENFORCEMENT. Any owner or the Committee 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 any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter. Lot owners found in violation will be liable for reasonable court costs and attorney fees.

5.2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force effect.

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5.3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years at the request of the owner or owners of at least two (2) Lots. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all owners based on one (1) vote per Lot, which vote shall be taken at a duly called meeting. Any approved amendment shall be reduced to writing, signed, and recorded against the Lots.

ARTICLE VI INCLUSION OF ADDITIONAL LOTS

6.1. RIGHT TO INCLUDE ADDITIONAL LOTS. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option, in its sole discretion, to include additional lots under the terms and conditions of this Declaration at any time and from time to time. Notwithstanding any provisions of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including the owner or a mortgagee of any Lot, or the Committee) and shall be limited only as specifically provided in this Declaration. Without limiting the scope of the immediately foregoing sentence, no Owner shall oppose such development in public meetings, by petition, or by legal actions. The inclusion of additional lots shall not create any right or claim in any Lot owner or the Committee except as provided herein. The right to include additional lots shall be limited to lots which have a similar water right to that of the Lots in Deer Creek Estates.

6.2. EFFECT OF INCLUSION OF ADDITIONAL LOTS. In the event that additional lots are included under the terms and conditions of this Declaration, each such lot shall be deemed to be a Lot as defined herein and the owners thereof shall be deemed to be Lot owners subject to all rights and obligations hereof including the Residential Area Covenants, Assessments, Operation and Maintenance, and the General Provisions from the and after the date such lots are included hereunder in the manner herein provided. The lots included by Declarant shall thereupon be counted as Lots owned by the Declarant for voting for members of the Committee. Additional lots may be referred to as being in subsequent phases of Deer Creek Estates such as Phase II or otherwise.

6.3. PROCEDURE FOR INCLUSION, Any additional lots, to be included hereunder, shall be deemed included under this Declaration and subject to the jurisdiction of the Committee at such time as a duly approved subdivision plat pertaining thereto and a supplement to this Declaration containing the information required below shall have been recorded with respect to the additional lots concerned. The supplement(s) to this Declaration, by which the addition of lots is accomplished shall be executed by Declarant; shall be in recordable form; shall be Filed for record in the office of the County Recorder of Salt Lake County, Utah, on or before Five (5) years from the date that this Declaration is recorded; and shall contain the following information:

(a) Data sufficient to identify this Declaration and the plat respecting the lots to be included hereunder including the legal description thereof.

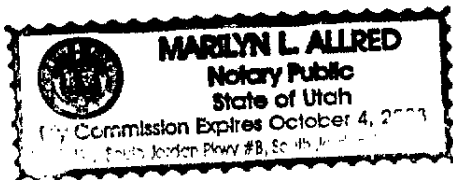
(b) Such other matters as Declarant may deem to be necessary, desirably, or appropriate. Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, the Declaration shall consist of this Declaration as amended and expanded by all supplement theretofore recorded pursuant to the terms hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the day first above written.

DECLARANT:

[Handwritten signatures on lined paper]
Kay L. Ryan
Sarah Sue Hinds
Michele Ryan
Julie Webster
Kent H. Ryan
Michele Ryan

Marilyn L. Allred



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EXHIBIT "A"

DEER CREEK ESTATES PHASE 1

Lot 1 33-06-427-006
Lot 2 33-06-427-007
Lot 3 33-06-427-008
Lot 4 33-06-427-009
Lot 5 33-06-427-010

DEER CREEK ESTATES PHASE 2

Lot 201 33-06-426-030
Lot 202 33-06-426-029
Lot 203 33-06-426-028
Lot 204 33-06-426-031
Lot 205 33-06-426-032

DEER CREEK ESTATES PHASE 3

Lot 301 33-06-476-014
Lot 302 33-06-476-013
Lot 303 33-06-476-012
Lot 304 33-06-476-011
Lot 305 33-06-476-008
33-06-476-009
33-06-476-010
Lot 306 33-06-476-005
33-06-476-006
33-06-476-007
Lot 307 33-06-476-004

DEER CREEK ESTATES PHASE 5

Lot 501 33-06-427-001
Lot 502 33-06-427-002
Lot 503 33-06-427-003
Lot 504 33-06-476-003
33-06-476-004
33-06-476-015
Lot 505 33-06-426-040
33-06-426-041
33-06-426-043
Lot 506 33-06-426-038
33-06-426-039
33-06-426-042
Lot 507 33-06-426-037
Lot 508 33-06-426-035
33-06-426-036

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ADVANTAGE TITLE CO
BY: SLH, DEPUTY - WI 8 P.

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